

Dated 22 DECEMBER 2021

OLD OAK AND PARK ROYAL
DEVELOPMENT CORPORATION

(1)

AND

NETWORK HOMES LIMITED

(2)

SECTION 106 AGREEMENT

under section 106 of the Town and Country
Planning Act 1990 and all other powers
enabling relating to land known as Land at the
east side of Central Way, London

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THIS DEED is made on 22 DECEMBER

2021

BETWEEN:

- (1) OLD OAK AND PARK ROYAL DEVELOPMENT CORPORATION of ~~City Hall, The Queen's Walk, More London Riverside, London SE1 2AA~~ (the "OPDC"); and
32 ENGINEERS WAY, WEMBLEY HA9 0FS
- (2) NETWORK HOMES LIMITED a company registered in England and Wales (company number 7326) whose registered office is at The Hive, 22 Wembley Park Boulevard, London, HA9 0HP (the "Owner").

SB BRENT CIVIC CENTRE

RECITALS

- (A) By virtue of The Old Oak and Park Royal Development Corporation (Planning Functions) Order 2015, the OPDC is the local planning authority for the area in which the Site is located for the purposes of Part 3 of the 1990 Act and is the local planning authority by whom the obligations contained in this Deed are enforceable.
- (B) The Owner is the registered owner of the freehold interest in the Site registered under title number AGL473616.
- (C) The Owner has submitted the Planning Application to the OPDC.
- (D) At a meeting of its Planning Advisory Panel on 14 July 2020, the OPDC resolved to grant the Planning Permission subject to the Owner entering into this Deed without which the Planning Permission would not be granted.
- (E) Accordingly, the parties have agreed to enter into this Deed in order to secure the planning obligations contained in it pursuant to the provisions of section 106 of the 1990 Act and all other enabling powers.

THE PARTIES AGREE AS FOLLOWS:

1 DEFINITIONS AND INTERPRETATION

- 1.1 In this Deed the following words and expressions shall have the following meanings unless the context otherwise requires:

1980 Act	the Highways Act 1980 (as amended);
1990 Act	the Town and Country Planning Act 1990 (as amended);
2011 Act	the Localism Act 2011 (as amended);
Affordable Housing	housing including London Affordable Rent Housing and Intermediate Housing provided to eligible households whose needs are not met by the market and which housing should:

- (a) meet the needs of eligible households including availability at a cost low enough for them to afford, determined with regard to local incomes and local housing prices; and
- (b) include provision for the home to remain at an affordable price for future eligible households, or, if these restrictions are lifted, for the subsidy to be recycled for alternative affordable housing provision;

Affordable Housing Tenure Split means:

- (a) 24 of the Residential Units to be provided as London Affordable Rent Housing Units; and
- (b) 134 of the Affordable Housing Units to be provided as Intermediate Housing Units

subject to any alteration required pursuant to paragraph 5.4 and 5.5 of Schedule 3.

Affordable Residential Units 100% of the Residential Units forming part of the Development comprising the London Affordable Rent Housing Units and the Intermediate Housing Units and which are to be provided and retained in accordance with the terms of this Agreement as Affordable Housing;

Affordable Workspace a proportion of the floorspace (subject to a cap of no more than 25% of the Business Floorspace) which is to be provided for use within a Business Use Class within the Old Refectory Building as identified in the Old Refectory Building Use Plan approved pursuant to paragraph 1.1(a) of Schedule 8 and which is to be provided in accordance with the Affordable Workspace Specification and which shall either be:

- (a) leased by the Owner to an Affordable Workspace Provider pursuant to the Affordable Workspace Lease who shall in turn lease and/or licence the Affordable Workspace Area(s) to Eligible Affordable Workspace Tenant(s); or
- (b) leased and/or let directly let by the Owner to Eligible Affordable Workspace Tenant(s);

Affordable Workspace Management Plan a plan for managing the Affordable Workspace including:

- (a) confirmation as to whether or not the Affordable Workspace will be leased to an Affordable Workspace

Provider or directly let by the Owner to an Eligible Affordable Workspace Tenant subject to paragraph 2 of Schedule 8;

- (b) the hours of operation of the Affordable Workspace;
- (c) details of how part of the Affordable Workspace will be made available for community use; and
- (d) such other matters as the OPDC and the Owner may agree should be included in the Affordable Workspace Management Plan;

Affordable Workspace Lease

a lease of the Affordable Workspace to be entered into between the Owner and the Affordable Workspace Provider or any lease between the Owner and an Eligible Affordable Workspace Tenant or a lease of the Affordable Workspace to one of the Boroughs in each case at a rent level no more than the Affordable Workspace Rent for the relevant part of the Affordable Workspace otherwise on heads of terms agreed by the OPDC;

Affordable Workspace Marketing and Letting Strategy

A strategy for the marketing and letting of the Affordable Workspace by the Owner or the Affordable Workspace Provider to include:

- (a) how potential occupiers of the Affordable Workspace will be identified and prioritised PROVIDED ALWAYS THAT priority is given to residents of LBB LBHF and LBE or owner(s) of a business primarily based within LBB LBHF or LBE for the first 6 months of any marketing ;
- (b) the terms on which the tenants/occupiers of the Affordable Workspace will occupy the space (e.g. leases and licences); and
- (c) how the Affordable Workspace Areas will continue to be marketed following first Occupation to ensure that the Affordable Workspace Areas remain occupied;

Affordable Workspace Provider

a workspace provider approved by the OPDC in writing (acting reasonably);

Affordable Workspace Rent

the rent to be charged for the Affordable Workspace Areas which shall be at rent levels no more than 80% of Local Open Market Rent in the London Borough of Brent for comparable workspace;

Affordable Workspace Specification	a design specification for the Affordable Workspace to be submitted by the Owner to the OPDC for its approval in writing as part of the Old Refectory Building Management Plan and which shall include detailed plans and drawings for toilet facilities, a kitchenette and a shower facility for use by tenants of the Affordable Workspace;
Air Quality Monitoring Assessment	air quality monitoring of PM10, PM2.5 and NO2 levels including work to assess levels of PM10, PM2.5 and NO2 on an annual basis prior to the Construction Period and assessment of the same during the Construction Period and following First Occupation of the Development with the final assessment being undertaken on the date which is 5 years from the date that the last Dwelling permitted by the Planning Permission is Occupied;
Approved Drawings	the drawings to be prepared by the Architect to be approved pursuant to the Planning Permission or a Varied Planning Permission as each may be varied by a S96A Amendment;
Average Intermediate Housing Value	the average value of the Intermediate Housing floorspace per square metre at the Review Date based on the relevant information provided to establish the Estimated GDV to be assessed by the OPDC and the Owner;
Average London Affordable Rent Housing Value	the average value of London Affordable Rent Housing floorspace per square metre at the Review Date based on the relevant information provided to establish the Estimated GDV to be assessed by the OPDC and the Owner;
Architect	Haworth Tompkins;
Blue Badge Holders	any persons qualifying for disabled parking permits under the Disabled Persons (Badges for Motor vehicles) (England) (Amendment no.2) Regulations 2007 (or such relevant regulations as may supersede them);
Build Costs	the build costs comprising construction of the Development supported by evidence of these costs to the OPDC's reasonable satisfaction including but not limited to: (a) details of payments made or agreed to be paid in the relevant building contract; (b) receipted invoices; (c) costs certified by the Owner and/or the Owner's quantity surveyor, costs consultant or agent

but for the avoidance of doubt build costs exclude:

- (i) professional, finance, legal and marketing costs; and
- (ii) all internal costs of the Owner and/or the Owner including but not limited to project management costs, overheads and administration expenses;

Boroughs	the London Boroughs of Brent ("LBB"), Hammersmith and Fulham ("LBHF"), Ealing ("LBE") and the Greater London Authority ("GLA");
Business Floorspace	the floorspace within the Old Refectory Building which is to be put to a use within a Business Use Class;
Business Use Class	a use falling within use class class E(g) as defined by the Town and Country Planning (Use Classes) Order 1987 post the 1 st September 2020 amendments;
Car Club	the Car Club to be promoted by the Owner pursuant to the Car Club Scheme;
Car Club Operator	a company accredited by Carplus that Residents may join and which makes cars available to hire to members;
Car Club Parking Space	a parking space to be within 400m of the boundary of the Site and in a location that is publicly accessible;
Car Club Scheme	a scheme to include the proposed agreement with a Car Club Operator to use the Car Club Parking Space including any financial arrangements and the detail of the provision of three years' free Car Club membership for all primary occupiers of the Residential Units in accordance with Schedule 4;
Carbon Offset Contribution	a contribution equivalent to £1,800 per tonne of carbon (being £60 per tonne of carbon over 30 years) shortfall in carbon emission savings as identified by the CO ₂ Audit;
Carplus	Carplus (registered charity no. 1093980) or its successor or equivalent organisation as may be agreed in writing with the OPDC acting reasonably being the umbrella organisation for the promotion of sustainable car use and which gives accreditation to car club operators that meet set standards promoting responsible car use;

Charge	a mortgage, charge or other security or loan documentation granting a security interest in the Affordable Residential Units (or any number of them) in favour of the Chargee;
Chargee	any mortgagee or chargee of the Registered Provider of the Affordable Residential Units (or any number of them) and any receiver (including an administrative receiver) and manager appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator;
CO² Audit	an audit of the CO ₂ emissions of the completed buildings comprised in the Development to establish whether there is a shortfall in carbon emissions savings compared to a Zero Carbon Development;
Commencement	the carrying out of a material operation (as defined in section 56(4) of the 1990 Act) or the service of a notice upon the OPDC that a material operation is about to be carried out whichever is earlier but for the purposes of this Deed shall not include the Exempted Works and "Commenced" shall be construed accordingly;
Commencement Date	the date upon which the Development is Commenced;
Community Floorspace	the floorspace within the Old Refectory Building which is to be put to a use within a Community Use Class (if provided);
Community Floorspace Specification	a design specification for the Community Floorspace (if provided) to be submitted by the Owner to the OPDC for its approval in writing as part of the Old Refectory Building Management Plan and which shall include indicative plans and drawings;
Community Use Class	a use falling within use class D1 or D2 as defined by the Town and Country Planning (Use Classes) Order 1987 prior to the 1st September 2020 amendments or a use class within Class E(f), Class F.1 or Class F.2 as defined by the Town and Country Planning (Use Classes) Order 1987 post the 1st September 2020 amendments (other than a Business Use Class);
Community Use Strategy and Management Plan	a plan as may be revised from time to time that sets out how the Community Floorspace (if provided) will be made available throughout the year for community use, how it is

	to be managed and the types of community events that may take place within the Community Floorspace;
Construction Period	the period of the construction of the Development;
Consumer Price Index	the Consumer Price Index as published by the Office for National Statistics or in the event that the index ceases to be published or if the basis on which it is calculated is altered to a material extent such other index which most closely resembles it to be agreed between the parties hereto;
Contributions	together the Carbon Off-Set Contribution and the Design Monitoring Costs;
CPZ	a Controlled Parking Zone in the vicinity of the Site being a parking scheme established and operated by LBB LBHF or LBE in which on-street parking in a particular area is restricted to only those vehicles with parking permits issued by the relevant borough for that scheme;
Date of Deemed Service	in each instance where a Chargee has served a Default Notice under paragraph 2.2(a) of schedule 3: (a) in the case of service by delivery by hand of the Default Notice to the OPDC's offices during office hours, the date on which the Default Notice is so delivered; or (b) in the case of service by using first class registered post to the OPDC's offices at the address given at clause 13.2(a) of this Agreement the second Working Day after the date on which the Default Notice is posted (by being placed in a post box or being collected by or delivered to Royal Mail) PROVIDED THAT the Chargee is able to evidence that the Default Notice was actually delivered to the OPDC (by Royal Mail proof of delivery or otherwise);
Default Notice	a notice in writing served on the OPDC by the Chargee under paragraph 2.2(a) of schedule 3 of the Chargee's intention to enforce its security over the relevant Affordable Residential Units;
Design Monitoring Costs	any monies paid in accordance with paragraph 2 of schedule 10 to meet the OPDC's reasonable costs incurred in monitoring the design quality of the Development as detailed drawings are prepared and to ensure that all such

	drawings are completed to a satisfactory quality and are consistent with the Approved Drawings;
Development	the development permitted by the Planning Permission or a Varied Planning Permission;
Development Viability Information	the information required by Formula 1a and Formula 2 being: (a) Estimated GDV; (b) Estimated Build Costs; and (c) Average London Affordable Rent Housing Value; and (d) Average intermediate Housing Value;
Dispose	includes: (a) the Sale of a component(s) of the Development; (b) the grant of a lease for a term of less than 125 years of a component of the Development; (c) where a component of the Development has become subject to an assured shorthold tenancy agreement or any short term let; and "Disposed" shall be construed accordingly;
District Heating Network	an existing or future decentralised energy network providing low carbon energy, heating, electricity and/or hot water in the locality of the Site which is capable of servicing the Development;
District Heating Network Statement	a statement to be submitted by the Owner to the OPDC for approval relating to the Owner's District Heating Network obligations and containing the matters set out in paragraph 2.1 of schedule 5;
Eligible Household	applicants who have an identified need for Affordable Housing and who do not already own a residential property;
Eligible Purchaser	a purchaser who is part of an Eligible Household whose annual household income at the date of purchasing the relevant Intermediate Unit as a sole residence and who does not exceed the relevant amount specified in the latest London Plan Annual Monitoring Report, such income at the

date of this Agreement being £90,000 (NINETY THOUSAND POUNDS);

Eligible Renter

an existing private or social tenant or tenants without sufficient combined current savings to purchase a home in the local area and whose household income at the date of renting the relevant London Affordable Rent Housing Unit does not exceed the relevant upper limit specified in the latest London Plan Annual Monitoring Report such amount at the date of this Agreement being £60,000 (SIXTY THOUSAND POUNDS) and who meets the other criteria (if any) specified in the latest London Plan Annual Monitoring Report

Eligible Affordable Workspace Tenant

means a business or enterprise meeting any of the following criteria:

a small or medium enterprise or microbusiness displaced by developments in one of the 3 boroughs of the London Borough of Brent, London Borough of Ealing and London Borough of Hammersmith & Fulham; or

a local business or start-up requiring incubator space; or

a small or medium enterprise currently trading from one of the 3 boroughs of the London Borough of Brent, London Borough of Ealing and London Borough of Hammersmith & Fulham) looking for larger premises due to expansion

Energy Strategy

the revised energy strategy to be submitted pursuant to the relevant condition of the Planning Permission and including details of how the Development will be designed in accordance with the London Heat Network Manual to connect to the District Heating Network including the size and location of pipework within the fabric of the Development and buried externally to the point of connection at the boundary at the Site;

Estimated Build Costs

the sum of:

- (a) the estimated Build Costs remaining to be incurred at the Review Date; and
- (b) the actual Build Costs incurred at the Review Date;

Estimated GDV

the price at which a sale of the Residential Units and the floorspace within the Old Refectory Building would have been completed unconditionally for cash consideration on the date of the submission of the Development Viability

Information pursuant to paragraph 3 of Schedule 3 based on detailed comparable market evidence to be assessed by the OPDC and assuming:

- (a) a willing seller and a willing buyer;
- (b) that, prior to the date of valuation, there has been a reasonable period of not less than six months for the proper marketing of the interest (having regard to the nature of the property and the state of the market) for the agreement of the price and terms and for the completion of the sale;
- (c) that no account is taken of any additional bid by a prospective purchaser with a special interest; and
- (d) that both parties to the transaction have acted knowledgeably, prudently and without compulsion;

Exempted Works

an operation or item of work of or connected with or ancillary to archaeological investigation or remediation works associated with decontamination, exploratory boreholes, site or soil investigations, demolition, site clearance, and/or site preparation, site reclamation and site remediation works, the erection of fences and hoardings, construction of temporary access and service roads and construction of temporary site offices;

Expert

has the meaning given in clause 19.3;

External Consultant

the external consultant(s) appointed by the OPDC to assess the information submitted pursuant to paragraph 4 of Schedule 3;

Formula 1a

the formula identified as "Formula 1a" within the annex to Schedule 3;

Formula 2

the formula identified as "Formula 2" within the annex to Schedule 3;

Framework Travel Plan

a plan to promote sustainable modes of transport by Occupiers of the Residential Units and their visitors;

GLA

means the Greater London Authority or any successor in statutory function;

Green Infrastructure and Open Space Strategy and Management Plan	a plan for the provision of the Open Space and its ongoing maintenance and management to be approved by the OPDC pursuant to paragraph 1 of schedule 7;
Habitable Room	means any room within a Residential Unit the primary use of which is for living, sleeping or dining and which expressly includes kitchens of 13 square metres or more, living rooms, dining rooms and bedrooms but expressly excludes kitchens with a floor area of less than 13 square metres, bathrooms, toilets, corridors and halls;
Highway Authority	the London Borough of Brent;
Highway Works	the highway works shown on Plan 2 comprising: (a) proposed drop kerbs for refuse collection; (b) the provision of a private blue badge bay (c) the provision of a parking bay to substation (d) the provision of a private loading bay (e) reinstatement of the existing private ambulance bay to footway; and (f) reinstatement of existing private vehicular plant access to footway.
Implementation	the carrying out of the first material operation (as defined in section 56(4) of the 1990 Act) pursuant to the Planning Permission or the service of a notice upon the OPDC that the first material operation is about to be carried out pursuant to the Planning Permission, whichever is earlier and "Implemented" and "Implementation Date" shall be construed accordingly;
Index Linked	subject to indexation in accordance with clause 17;
Intention Notice	a notice in writing served on the Chargee by the OPDC under paragraph 2.3 of schedule 3 that the OPDC is minded to purchase the relevant Affordable Residential Units;
Interest	interest at a rate of four per cent per annum greater than the Bank of England base rate in force from time to time from the date that the payment becomes due until the date of payment;

Intermediate Housing	Affordable Housing to be provided for Shared Ownership Housing;
Intermediate Housing Units	134 of the Affordable Residential Units to be made available for Intermediate Housing in accordance with paragraph 1 of schedule 3;
Local Open Market Rent	the rent that would be achievable on the open market for floorspace within the London Borough of Brent that is similar to the relevant Affordable Workspace Area but which is free from restriction and which is to be determined in accordance with paragraph 4 of Schedule 8;
Local Residents	residents whose main permanent residence is in LBB, LBE or LBHF;
London Affordable Rent Housing	rented housing provided by a Registered Provider that is required to be offered to Eligible Households on an assured tenancy at rents set using the benchmark London affordable rents published annually by the Greater London Authority and Homes England;
London Affordable Rent Housing Units	24 of the Affordable Residential Units to be made available for London Affordable Rent Housing in accordance with paragraph 1 of schedule 3 together with any additional units required pursuant to paragraph 5 of Schedule 3;
London Living Wage	the hourly rate of pay calculated and published from time to time by the GLA as being a wage that is sufficient to give a worker in London and their family enough to afford the essentials and to save, the current rate at the date of this Deed being £10.75 per hour;
London Plan	the spatial development strategy for London published by the Mayor of London and as may be amended or replaced from time to time;
Low Car Development	a development in which occupiers of the Development affected are not entitled to parking permits allowing them or their visitors to park their vehicles within the CPZ in which the Development is located;
London Plan Annual Monitoring Report	the annual monitoring report published by the Mayor of London reviewing the progress being made in implementing the policies and addressing the objectives of the London Plan;

Market Rent	a rent (inclusive of service charge) which is in line with the local market for comparable accommodation;
Market Value	the price at which the sale of the relevant property interest would have been completed unconditionally for cash consideration on the date of valuation assuming: (a) a willing seller and a willing buyer; (b) that, prior to the date of valuation, there has been a reasonable period of not less than six months for the proper marketing of the interest (having regard to the nature of the property and the state of the market) for the agreement of the price and terms and for the completion of the sale; (c) that no account is taken of any additional bid by a prospective purchaser with a special interest; and (d) that both parties to the transaction have acted knowledgeably, prudently and without compulsion;
Moratorium Period	in each instance where a Chargee has served a Default Notice under paragraph 2.2(a) of schedule 3, the period from (and including) the Date of Deemed Service on the OPDC of the Default Notice to (and including) the date falling three months after such Date of Deemed Service (or such longer period as may be agreed between the Chargee and the OPDC);
Occupation	the occupation of any part of the Development for its designated planning use but does not include occupation by the Owner or any contractor or other occupier for the purposes of security, construction, fitting out, decoration, marketing or display and "Occupy", "Occupier" and "Occupied" shall be construed accordingly;
Old Refectory Building	the building located on the Site edged orange on Plan 3;
Old Refectory Building Use Plan	a plan to include detailed floor plans and detailing: (i) how the Old Refectory Building will be brought back to use for a use falling within a Business Use Class and/or a Community Use Class (ii) which areas are to be put to a use falling within a Business Use Class and which a Community Use Class (if provided); and

- (iii) the proportion and the areas of the Business Use Class floorspace which is to be made available as Affordable Workspace subject to viability and subject to a cap of no more than 25% of the Business Floorspace being made available as Affordable Workspace;
- (iv) the physical building works that will need to be undertaken to bring the Old Refectory Building into an appropriate condition for occupation (excluding internal fit out works); and
- (v) a programme for undertaking the proposed building works and bringing the Old Refectory Building back into use including when the Owner intends to submit further detail on the floorspace specifications, uses and management of the building/uses pursuant to the 'Old Refectory Building Management Plan' and when the Owner intends to start marketing of the floorspace of the Old Refectory Building;

Old Refectory Building Management Plan

a plan to be submitted in accordance with the programme set out in the Old Refectory Building Use Plan approved by the OPDC and to include:

- (i) detailed floorspace specifications for the Business Use Class floorspace, and the Affordable Workspace Specification and the Community Floorspace Specification;
- (ii) a Community Use Strategy and Management Plan;
- (iii) an Affordable Workspace Management Plan; and
- (iv) an Affordable Workspace Letting and Marketing Strategy;

Open Space

the open space and play space to be provided as part of the Development in accordance with details approved pursuant to the Planning Permission on the Open Space Land;

Open Space Land

the land shown for identification purposes edged green on Plan 3;

Option	the option to be granted to the OPDC (and/or its nominated substitute Registered Provider) in accordance with paragraph 2.4 of Schedule 3 for the purchase of the Affordable Residential Units;
Plan 1	the plan attached to this Deed at schedule 1 and labelled Plan 1;
Plan 2	the plan attached to this Deed at schedule 1 and labelled Plan 2;
Plan 3	the plan attached to this Deed at schedule 1 and labelled Plan 3;
Planning Application	the application for full planning permission for the Development submitted to the OPDC and allocated reference number 20/0031/FUMOPDC details of which are redevelopment of the Site to provide 158 affordable residential units (Class C3) in buildings up to 15 storeys in height and flexible B1/D1/D2 use in the Old Refectory Building, with associated cycle parking, playspace, landscaping and public realm improvements;
Planning Permission	the planning permission to be granted pursuant to the Planning Application in the form of the draft annexed hereto at schedule 2;
Practically Complete	the issue of a certificate of practical completion by the Owner's architect, engineer or other certifying officer as the case may be entered into in respect of the Development or part or parts thereof and "Practically Completed" shall be construed accordingly;
Public Subsidy	funding from the OPDC and/or the GLA together with any additional public subsidy secured by the Owner to support the delivery of the Development;
Registered Provider	a provider of Affordable Housing registered under section 111 of the Housing and Regeneration Act 2008 (or such other relevant previous or amended or replacement statutory provision) (and approved by the OPDC if the Registered Provider is not Network Homes Limited) such approval not to be unreasonably withheld or delayed and where obligations in this Deed are dischargeable by a Registered Provider "Registered Provider" shall be construed to include the Owner where the Owner is a Registered Provider as defined above at the date of Occupation of an Affordable Residential Unit;

Rent and Nominations Agreement	an agreement to be entered into between the Registered Provider and the Boroughs (where the Registered Provider is not any of the Boroughs) in accordance with the relevant form annexed for each of the Boroughs together with such other amendments as may be agreed between the Boroughs and the Registered Provider (acting reasonably) and providing the Boroughs with nomination rights in respect of the London Affordable Rent Housing Units;
Residential Units	158 units of Use Class C3 residential accommodation to be provided as part of the Development;
Review Date	the date of the submission of the Development Viability Information pursuant to paragraph 4 of Schedule 3;
Revised Affordable Housing Tenure Split Scheme	an updated schedule of accommodation/plans confirming the Affordable Housing Tenure Split as revised.
Revised London Affordable Rent Housing Units	any uplift of London Affordable Rent Housing Units pursuant to the review stage mechanism.
S96A Amendment	a non-material amendment to the Planning Permission granted pursuant to section 96A of the 1990 Act;
S106 Monitoring Contribution	the sum of £10,000 (TEN THOUSAND POUNDS) payable to the OPDC in accordance with schedule 11;
Sale	either: (a) the sale of the freehold of a component of the Development; or (b) the grant of a lease of a component of the Development with a term of not less than 125 years and subject to nominal rent; and "Sold" shall be construed accordingly;
Shared Ownership Housing	an Affordable Residential Unit occupied partly for rent and partly by way of owner occupation on shared ownership terms as defined in section 2(6) of the Housing Act 1996 (or any amended replacement provision) where the shared ownership lessee for the time being has the right to carry out staircasing up to a maximum of 100 per cent equity and dispose of the unit on the open market;

Site	the land shown edged red on Plan 1 and which is registered at HM Land Registry under title number AGL473616 and NGL685411;
Substantial Implementation	the occurrence of the following in respect of the Development: (a) Completion of all ground preparation works and all site wide enabling works (b) Completion of the foundations for the first two cores to be constructed within the development; and (c) Letting of a contract for the construction of Development;
Substantial Implementation Target Date	the date 24 months from but excluding the date of grant of the Planning Permission;
Sums Due	all sums due to a Chargee of the Affordable Residential Housing Units pursuant to the terms of its Charge including (without limitation) all interest and reasonable legal and administrative fees costs and expenses;
Varied Planning Permission	any planning permission issued pursuant to an application to vary or further vary or remove any of the conditions in the Planning Permission;
VAT	value added tax;
Working Day	any day of the week other than Saturday Sunday or any bank holiday; and
Zero Carbon Development;	a development whose net carbon dioxide emissions, taking account of emissions associated with all energy use, is equal to zero or negative across the year where "energy use" will cover both energy uses currently regulated by any applicable building regulations and other energy used in the home.
1.2	Where in this Deed reference is made to a clause paragraph schedule recital plan annex or appendix such reference (unless the context otherwise requires) is a reference to a clause paragraph schedule or recital in this Deed or to a plan annex or appendix attached to this Deed.
1.3	Where in any schedule or part of a schedule reference is made to a paragraph such reference shall (unless the context otherwise requires) be to a paragraph of that schedule or (if relevant) part of a schedule.

- 1.4 References in this Deed to any of the parties shall include reference to its successors in title and assigns and to persons claiming through or under it in relation to all or any part of the Site save where the context otherwise requires.
- 1.5 References to the OPDC shall include reference to any successor body exercising any of the powers currently vested in the OPDC in relation to this Deed.
- 1.6 Words including the singular meaning where the context so admits include the plural meaning and vice versa.
- 1.7 Words of the masculine gender include the feminine and neuter genders and words denoting natural persons include companies and other corporate bodies and also firms and all such words shall be construed interchangeably in that manner.
- 1.8 Words denoting an obligation on a party to do an act matter or thing include an obligation to procure that it be done and words placing a party under a restriction (including for the avoidance of doubt any obligation preventing or restricting Commencement or Occupation) include an obligation not to cause, permit, suffer or allow infringement of the restriction.
- 1.9 Any reference to a statute or a provision thereof or a statutory instrument or a provision thereof shall include any modification, extension or re-enactment thereof for the time being in force (including for the avoidance of doubt any modification, extension or re-enactment made prior to the date of this Deed) and shall include all instruments, orders, plans, regulations, permissions and directions for the time being made, issued or given thereunder or deriving validity therefrom PROVIDED THAT references to Use Classes shall be defined by reference to the Town and Country Planning (Use Classes) Order 1987;
- 1.10 The word "including" means including without limitation or prejudice to the generality of any description defining term or phrase preceding that word and the word "include" and its derivatives shall be construed accordingly.
- 1.11 The clause and paragraph headings in the body of this Deed and in the schedules hereto do not form part of this Deed and shall not be taken into account in its construction or interpretation.
- 1.12 References to the Site include any part of it.
- 1.13 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and against each individually unless there is an express provision otherwise

2 LEGAL BASIS

- 2.1 This Deed is made pursuant to:
 - (a) section 106 of the 1990 Act;
 - (b) sections 1 and 201 of the 2011 Act; and
 - (c) all other powers so enabling.

- 2.2 The OPDC is the local planning authority having the power to enforce the planning obligations contained in this Deed.

3 NATURE OF OBLIGATIONS

- 3.1 The obligations, covenants and undertakings on the part of the Owner in this Deed are planning obligations insofar as they are capable of being lawfully made pursuant to and for the purpose of section 106 of the 1990 Act and are given so as to bind the Owner's interest in the Site and with the intent that they shall be enforceable by the OPDC not only against the Owner but also against any successors in title to or assigns of or transferees of the Owner and/or any person claiming through or under the Owner an interest or estate in the Site as if that person had been an original covenanting party and insofar as any such obligations, covenants or undertakings are not capable of falling within section 106 of the 1990 Act the same are entered into as obligations, covenants or undertakings in pursuance of any other such enabling power.

- 3.2 The Owner and the OPDC acknowledge and agree that:

- (a) the Planning Permission will be granted on the basis that Occupiers of the Residential Units should not be entitled to any parking permit that would entitle them to park within any controlled parking zone enforced by LBB at any time from the date of this Deed;
- (b) paragraph 3 of Schedule 4 prevents Commencement of the Development until the Owner has given a unilateral undertaking to LBB pursuant to section 16 of the Greater London Council (General Powers) Act 1974 to secure restrictions on the ability of Occupiers to obtain such parking permits, with the intent that such restrictions on parking permits shall be enforceable by LBB not only against the Owner but also against any successors in title to or assigns of or transferees of the Owner and/or any person claiming through or under the Owner an interest or estate in the Site, as if that person had been an original covenanting party.
- (c) the obligations in paragraph 2 of Schedule 4 are planning obligations insofar as they are capable of being lawfully made pursuant to and for the purpose of section 106 of the 1990 Act and in any event are covenants also given pursuant to section 201 of the 2011 Act.

- 3.3 Nothing in this Deed restricts or is intended to restrict the proper exercise at any time by the OPDC of any of its statutory powers, functions or discretions.

4 CONDITIONAL AGREEMENT

- 4.1 This Deed is conditional upon:

- (a) the grant of the Planning Permission; and
- (b) the Commencement of Development,

save in respect of clauses 1 to 4, 6.2 and 7 to 23 which shall come into effect immediately upon completion of this Deed.

5 OBLIGATIONS OF THE OWNER

The Owner covenants with the OPDC to observe and perform and cause to be observed and performed the obligations and covenants on the part of the Owner contained in the schedules to this Deed.

6 OBLIGATIONS OF THE OPDC

- 6.1 The OPDC covenants with the Owner to observe and perform and cause to be observed and performed the obligations and covenants on the part of the OPDC contained in this Deed.
- 6.2 The OPDC shall issue the Planning Permission as soon as reasonably practicable after the date of this Deed.

7 LEGAL COSTS

The Owner covenants with the OPDC to pay upon completion of this Deed the OPDC's reasonable and proper legal costs incurred in respect of the preparation, negotiation and completion of this Deed (inclusive of any reasonable legal costs incurred by external lawyers appointed by the OPDC).

8 OWNERSHIP

- 8.1 The Owner warrants and undertakes to the OPDC that it is the owner of the Site and has full power to enter into this Deed.
- 8.2 The Owner covenants with the OPDC to give the OPDC written notice of any change in ownership of its interest in the Site or part thereof occurring before all the obligations under this Deed have been discharged, such notice to be served within 20 Working Days following the change and to give details of the transferee's full name and registered office (if a company) or usual address (if not a company), together with a plan showing the area of the Site to which the disposal relates.

9 NO ENCUMBRANCES

- 9.1 The Owner warrants and undertakes to the OPDC that the Site is free from any encumbrances which would prevent the Development from being carried out and brought into beneficial use.
- 9.2 The Owner shall not encumber or otherwise deal with its respective interests in the Site or any part or parts thereof in any manner whatsoever whereby the obligations, covenants and undertakings imposed by this Deed are rendered impossible to carry out save where planning permission is granted after the date of this Deed for an alternative development of the Site PROVIDED THAT this clause shall not restrict the Owner from encumbering or otherwise dealing with its respective interests in the Site or any part or parts thereof on a basis that is subject to the obligations, covenants and undertakings imposed by this Deed.

10 REGISTRATION

The OPDC shall request registration of this Deed as a Local Land Charge by the London Borough of Brent or its respective successor in statutory function.

11 RIGHT OF ACCESS

PROVIDED THAT such parties observe all necessary health and safety requirements and arrive on Site at a pre-agreed time and report to the site manager without prejudice to the OPDC's statutory rights of entry and subject to reasonable prior notice, the Owner shall permit the OPDC and its authorised employees, agents, surveyors and other representatives to enter the Site and any buildings erected thereon pursuant to the Development at all reasonable times following receipt of reasonable notice in writing for the purpose of verifying whether or not any obligation arising under this Deed has been performed or observed and the Owner shall comply with any reasonable written request made by the OPDC for documentation held by the Owner for such purposes.

12 OWNER TO NOTIFY THE OPDC

12.1 The Owner covenants with the OPDC to notify the OPDC in writing of:

- (a) the intended Implementation Date, at least seven Working Days prior to such intended date;
- (b) the actual Implementation Date, within five Working Days of such actual date;
- (c) the intended Commencement Date, at least a month prior to such intended date;
- (d) the actual Commencement Date, within five Working Days of such actual date;
- (e) the intended date for first Occupation of the Development, at least a month prior to such intended date; and
- (f) the actual date of first Occupation of the Development, within five Working Days of such actual date.

12.2 In the event that the Owner fails to provide notification in accordance with clause 12.1, the relevant notifiable event shall be deemed by OPDC (acting reasonably) for the purpose of this Deed to have taken place on the earliest date that such event could have reasonably taken place.

13 NOTICES

13.1 Any notice or other written communication to be served upon a party or given by one party to any other under the terms of this Deed shall be given in writing (which for this purpose shall not include email) and shall be deemed to have been validly served or given if delivered by hand or sent by first class post or sent by recorded delivery post to the party upon whom it is to be

served or to whom it is to be given and shall conclusively be deemed to have been received on:

- (a) if delivered by hand, the next Working Day after the day of delivery; and
- (b) if sent by first class post or recorded delivery post, the day two Working Days after the date of posting.

13.2 The address for any notice or other written communication shall be within the United Kingdom only and shall be as specified below, or such other address as shall be specified by the party upon whom the notice is to be served to the other parties by not less than five Working Days' notice:

- (a) OPDC:

Director of Planning
 Old Oak and Park Royal Development Corporation
~~PP5A~~ BRENT CIVIC CENTRE
~~City Hall~~ 32 ENGINEERS WAY
~~The Queen's Walk~~ WEMBLEY
~~More London Riverside~~ HAA OFJ
~~London~~
~~SE1 2AA~~ or

- (b) The Owner at its address at the beginning of this Deed.

13.3 Any notice or other written communication to be given by the OPDC shall be deemed valid and effectual if on its face it is signed on behalf of the OPDC by an officer or duly authorised signatory.

14 PAYMENTS

14.1 All payments to be made by the Owner pursuant to the terms of this Deed shall be sent to OPDC by way of electronic transfer marked for the attention of the Head of Development Management and using reference 20/0031/FUMOPDC.

14.2 All consideration given in accordance with the terms of this Deed shall be exclusive of any VAT properly payable in respect thereof.

14.3 The Owner hereby acknowledges and agrees that if at any time VAT is required to be paid in respect of any of the financial contributions due under this Deed then to the extent that VAT had not been previously charged in respect of that contribution the OPDC shall have the right to issue a VAT invoice to the Owner and the VAT shall be paid accordingly.

15 NO WAIVER

No waiver (whether expressed or implied) by the OPDC of any breach or default in performing or observing any of the covenants, obligations or undertakings contained in this Deed shall constitute a continuing waiver and no such waiver shall prevent the OPDC from enforcing any

covenants, obligations or undertakings or from acting upon any subsequent breach or default in respect thereof by the Owner.

16 INTEREST ON LATE PAYMENT

If any payment due under this Deed is paid late, Interest will be payable from the date payment is due to the date payment is made.

17 INDEXATION

Where in this Deed any sum or value is to be paid or is otherwise referred to then unless stated to the contrary such sum or value shall be Index Linked so that such sum or value shall be increased (as the case may be) by the percentage change in the Consumer Price Index from the date of this Deed until the date each payment is due (or the date that it becomes necessary to calculate such sum or value) to be calculated by reference to the most recently published figures for the Consumer Price Index prior to the date of the Planning Advisory Panel Meeting referred to in Recital E and prior to each payment date.

18 LIABILITY UNDER THE DEED

18.1 No person shall be liable for any breach of the covenants restrictions or obligations contained in this Deed:

- (a) to the extent that such breach relates to any part of the Site in which that person has no interest and/or
- (b) which occurs after he has parted with his entire interest in the Site (or his interest in that part of the Site on which the breach occurs) save for any prior breach for which he shall continue to be liable.

18.2 No obligations, undertakings waivers or liabilities under this Deed shall be enforceable against individual purchasers or lessees or occupiers of an Individual Residential Unit (not a Registered Provider) or their mortgagees or successors in title to either the purchaser or lessee or occupier or mortgagee, save in respect of:

- (a) the obligations in paragraph 1.1 and 1.2 of Schedule 3 (*Affordable Housing*) which, subject to paragraph 2 of Schedule 3 (*Affordable Housing*) shall be enforceable against the individual purchasers or lessees or occupiers of the individual Residential Units or their mortgagees or successors in title to either the purchaser or lessee or Occupier or mortgagee; and
- (b) the obligation in paragraph 1 of Schedule 2 (Permit Free) which shall be enforceable against the individual purchasers or lessees or occupiers of an individual Residential Unit.

18.3 Other than the provisions of paragraph 1 of schedule 3, no obligations, undertakings or liabilities under this Deed shall be enforceable against any Chargee from time to time which shall have the benefit of a mortgage or charge of or on the whole or any part of the Owner's interest in the Site unless and until such mortgagee or chargee has entered into possession of the Site or any part thereof to which such obligation, covenant or undertaking relates,

whereupon it will be bound by the obligations, covenants and undertakings as a person deriving title from the Owner.

- 18.4 No obligations, undertakings or liabilities under this Deed shall be enforceable against any statutory undertaker or other person who acquires any part of the Site or interest therein for the purposes of the supply of heat, cooling, electricity, gas, water, drainage, telecommunication services or public transport services.

19 DISPUTES

- 19.1 Where the parties are in dispute or disagreement or have any differences relating to any matter the subject of or connected with this Deed or its meaning or construction (a "Dispute") then (without prejudice to any provision in this Deed which specifies a particular timescale for the resolution or determination of any matter) the parties shall use their reasonable endeavours to resolve the same within 20 Working Days of the Dispute arising.
- 19.2 Failing the resolution of any such Dispute within the said 20 Working Days or within such other period as may be specified in this Deed in relation to the resolution or determination of the matter in question, the Dispute shall be referred for determination in accordance with the provisions of this clause 19 on the reference of any of the parties to the Dispute.
- 19.3 The Dispute shall be referred to the decision of an independent expert (the "Expert") who shall be an independent person of at least ten years' standing in the area of expertise relevant to the Dispute and in the event that the parties are unable to agree whom should be appointed within a period of ten Working Days following a failure of the parties to resolve the Dispute within the period set out in clause 19.1, then any party may request:
- (a) If such Dispute shall relate to matters concerning the construction, interpretation and/or application of this Deed, the Chairman of the Bar Council to nominate the Expert;
 - (b) If such Dispute shall relate to matters requiring a specialist chartered surveyor, the President of the Royal Institution of Chartered Surveyors to nominate the Expert;
 - (c) if such Dispute shall relate to matters requiring a specialist chartered civil engineer, the President of the Institution of Civil Engineers to nominate the Expert;
 - (d) if such Dispute shall relate to matters requiring a specialist chartered accountant, the President of the Institute of Chartered Accountants in England and Wales to nominate the Expert; and
 - (e) In all other cases, the President of the Law Society to nominate the Expert.
- 19.4 If the Dispute shall relate to matters falling within two or more of clauses 19.3(a) to 19.3(e) (inclusive), the parties may agree to appoint joint Experts and in the event that the parties are unable to agree whom should be appointed as joint Experts, the parties may request the President of the Law Society to nominate such persons falling within the descriptions of clauses 19.3(a) to 19.3(e) (inclusive) to act as joint Experts.

- 19.5 The Expert shall act as an expert and not as an arbitrator and the determination of the Expert (including any determination as to the responsibility for payment of his own costs and those of the parties) shall be final and binding upon the parties subject to manifest error.
- 19.6 The Expert shall be appointed (through an agreed request statement setting out exactly the questions that he is to determine, submitted jointly by the parties to the Dispute) subject to an express requirement that he reaches his decision and communicates it to the parties to the Dispute within the minimum practical timescale allowing for the nature and complexity of the Dispute and in any event no later than 30 Working Days from the date of his appointment to act and that he is to have particular regard to the 1990 Act in reaching his decision.
- 19.7 The terms of reference of any Expert appointed to determine a Dispute shall include the following:
- (a) he or she shall call for representations from all parties with ten Working Days of a reference to him under this Deed and shall require the parties to exchange representations within this period;
 - (b) he or she shall allow the parties ten Working Days from the expiry of the ten Working Days period referred to in clause 19.7(a) to make counter-representations;
 - (c) any representations or counter-representations received out of time shall be disregarded by the Expert;
 - (d) he or she shall provide the parties with a written decision (including his reasons) within ten Working Days of the last date for receipt of counter-representations;
 - (e) he or she shall be entitled to call for such independent expert advice as he shall think fit; and
 - (f) his or her costs and the costs of any independent expert advice called for by the Expert shall be included in his award.
- 19.8 Unless the Expert shall decide otherwise the costs of any reference to the Expert shall be borne equally by the parties to the Dispute.

20 CONTRIBUTIONS

- 20.1 The OPDC covenants that as soon as is reasonably practicable upon receipt of any Contribution under this Deed, to pay such Contribution or payment into a separately identified interest-bearing section of the OPDC's accounts (unless the parties agree otherwise) such accounts bearing the Bank of England base rate of interest from time to time on deposits.
- 20.2 The OPDC covenants that in the event that any part or all of any of the Contributions have not been allocated or used for the purpose specified within this Deed within ten years from the date of payment to, on written request from the party which paid the relevant Contribution, repay such sums or amounts (or such part thereof) to the party which paid the relevant Contribution with all interest accrued.

21 MISCELLANEOUS PROVISIONS

- 21.1 Without prejudice to the terms of this Deed and the obligations imposed on the Owner herein, nothing in this Deed shall be construed as prohibiting or limiting any right to develop any part of the Site in accordance with any planning permission (other than the Planning Permission or Varied Planning Permission) granted after the date of this Deed.
- 21.2 This Deed and the obligations, covenants and undertakings which it contains shall lapse and be extinguished automatically if and from the date that the Planning Permission:
- (a) expires without the Development having been Implemented; or
 - (b) is quashed, revoked or (without the consent of the Owner) modified.
- 21.3 If any provision of this Deed is declared by any court to be void, voidable, illegal or otherwise unenforceable the remaining provisions of this Deed shall continue in full force and effect and the parties shall amend that provision in accordance with the decision of the court provided that any party may seek the consent of the others to the termination of this Deed on such terms (including the entering into of another Deed) as may in all the circumstances be reasonable if the effect of the foregoing provisions would be to defeat the original intention of the parties.
- 21.4 Where this Deed requires any matter to be agreed, approved, certified, consented to or determined by any party or any person on behalf of any party hereto under this Deed) such agreement, approval, certification, consent or determination shall not be unreasonably withheld or delayed and shall be given in writing and the OPDC shall endeavour to reply to any request for agreement, approval, certification, consent or determination within 30 (thirty) Working Days (or such other period as may be agreed between the parties).
- 21.5 No variation to this Deed shall be effective unless made by deed.
- 21.6 All interest earned on sums paid to the OPDC under this Deed shall be taken to form part of the principal sum and may be expended by the OPDC accordingly.
- 21.7 Nothing in this Deed shall imply any obligations on the part of the OPDC to any person to ensure that the Development is properly constructed.

22 GOVERNING LAW

This Deed and any dispute, controversy, proceedings or claims of whatever nature arising out of or in any way relating to this Deed or its formation (including any non-contractual disputes or claims) shall be governed and construed in accordance with English law.

23 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

Any person who is not a party to this Deed shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

IN WITNESS whereof this Deed has been executed as a deed and delivered on the date first above written.

SCHEDULE 1

Plans

- 1 Plan 1 – Site Plan
- 2 Plan 2 – Highway Works Plan
- 3 Plan 3 – Open Space Land and Old Refectory Building Plan

DO NOT SCALE

THIS DOCUMENT IS THE PROPERTY OF THE ARCHITECT AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE ARCHITECT.

NOTES

1. SEE ARCHITECT'S NOTES FOR ALL NOTES.

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Haworth Tompkins

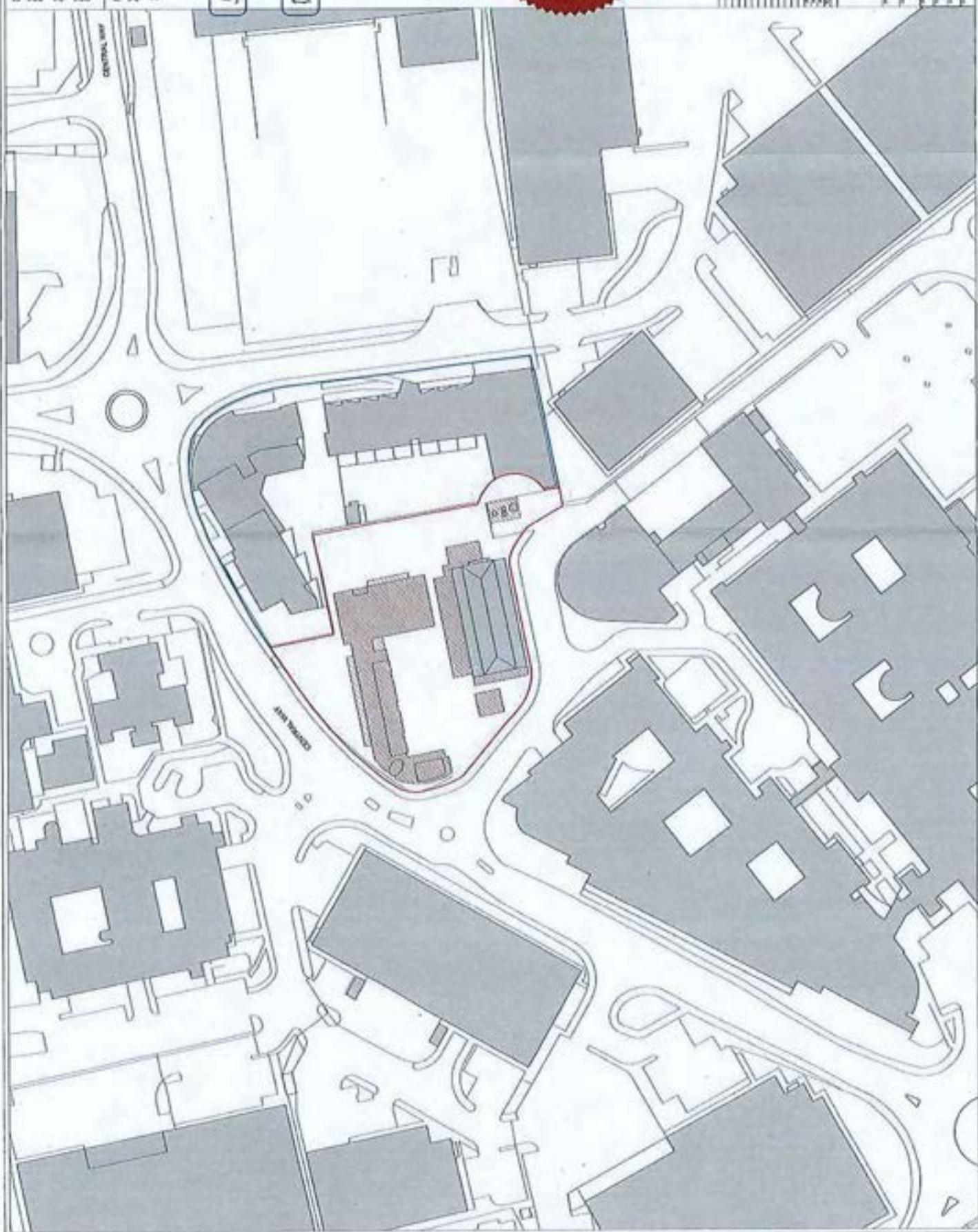
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14. SEE ARCHITECT'S NOTES FOR ALL NOTES.

15. SEE ARCHITECT'S NOTES FOR ALL NOTES.



Coloring: Exact Highway Boundary
(Assumed to show individual city)

Proposed subdivision dropped back
for refuse collection

Proposed private dropped kerb for refuse collection	
Proposed private blue badge bay for 01/02/03	
Proposed private parking bay to exhibition	
Proposed private loading bay	
Existing private ambulance bay to be reinstated as footway with full height kerb	
Existing private vehicular access to be reinstated as footway	

The extent of the highway works shown in this drawing should be considered indicative only. Location and dimensions for all proposed dropped kerbs and parking/loading bays are subject to detailed design.

Additional accessible on-street parking bays may need to be provided. Number and location TBC in due course.

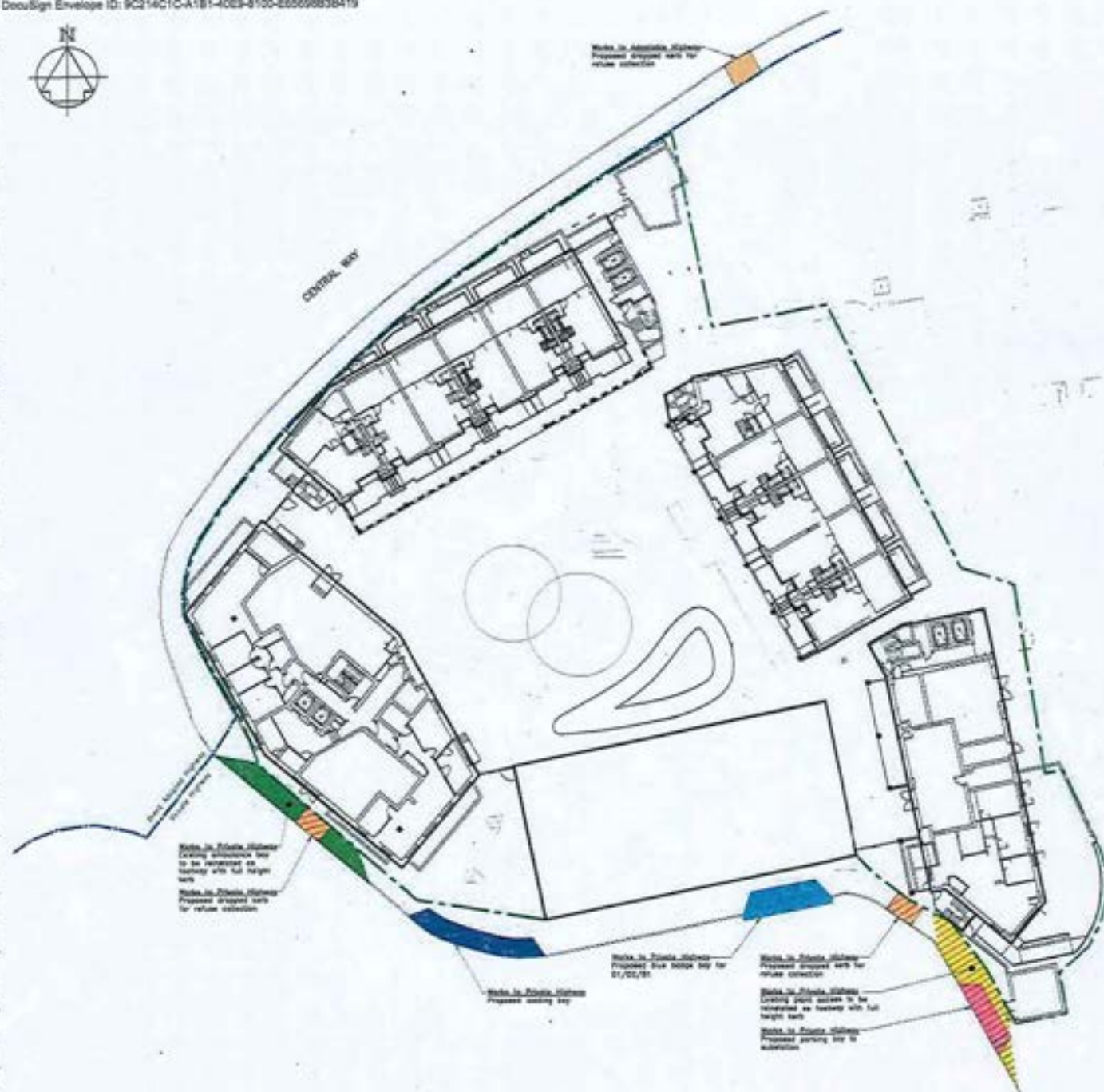
**FOR
INFORMATION**

Designed by:
Jasbir Sandhu
SAC AGAIB/TRAFFIC

Designed by
David Wentz
Illustrated by



Tully De'Ath 
consultants
Engineering at its Best



DO NOT SCALE

...the ...

Education

[illegible]

Figure 3

— Encouraged by:
Justin Sandlin
— SOCADIRECTOR

David J. Smith

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SCHEDULE 2

Draft Planning Permission

OPDC
OLD OAK AND
PARK ROYAL
DEVELOPMENT
CORPORATION

DECISION NOTICE

Town and Country Planning Act 1990 (as amended)
Town and Country Planning (Development Management Procedure) (England) Order
2015

Please see notes at the end of this notice

Applicant
Network Homes
C/O Agent

Agent
Mark Sleigh
Sphere 25
101-135 Kings Road
Brentwood
CM14 4DR

Part I - Particulars of Application

Date of Application: 20 March 2020

Application No: 20/0088/FUMOPDC

Proposal: Redevelopment of the site to provide residential units (Class C3) in buildings up to 15 storeys in height and flexible B1/D1/D2 use in the Old Refectory Building, with associated cycle parking, playspace, landscaping and public realm improvements

Location: Land to the north of, Central Middlesex Hospital, Park Royal, NW10 7NS

Part II - Particulars of Decision

In pursuance of the powers under the above Act and Order the Old Oak and Park Royal Development Corporation hereby gives notice that **PLANNING PERMISSION HAS BEEN GRANTED** for the carrying out of the development referred to in Part I hereof and as described and shown on the application and plan(s) submitted, subject to the following condition(s):

1. Time Limit for Commencement - compliance

The development hereby permitted shall be begun before the expiration of three years from the date of this permission.

Reason: In accordance with Section 91 of the Town and Country Planning Act 1990 (amended by Section 51 of the Compulsory Purchase Act 2004).

2. Development in Accordance with Approved Plans and Documents – compliance

The development hereby permitted shall be carried out in accordance with the following approved drawings and documents:

CMH-HTL-SW-00-DR-A-0001 Location Plan
CMH-HTL-SW-00-DR-A-0002 Proposed – Site Plan
CMH-HTL-SW-00-DR-A-00100 Rev P6 Proposed – Ground Floor Plan
CMH-HTL-SW-01-DR-A-00101 Proposed – First Floor Plan
CMH-HTL-SW-02-DR-A-00102 Proposed – Second Floor Plan
CMH-HTL-SW-03-DR-A-00103 Proposed – Third Floor Plan
CMH-HTL-SW-04-DR-A-00104 Proposed – Fourth Floor Plan
CMH-HTL-SW-05-DR-A-00105 Proposed – Fifth Floor Plan
CMH-HTL-SW-06-DR-A-00106 Proposed – Sixth Floor Plan
CMH-HTL-SW-07-DR-A-00107 Proposed – Seventh Floor Plan
CMH-HTL-SW-08-DR-A-00108 Proposed – Eighth Floor Plan
CMH-HTL-SW-09-DR-A-00109 Proposed – Ninth Floor Plan
CMH-HTL-SW-10-DR-A-00110 Proposed – Tenth Floor Plan
CMH-HTL-SW-11-DR-A-00111 Proposed – Eleventh Floor Plan
CMH-HTL-SW-12-DR-A-00112 Proposed – Twelfth Floor Plan
CMH-HTL-SW-13-DR-A-00113 Proposed – Thirteenth Floor Plan
CMH-HTL-SW-14-DR-A-00114 Proposed – Fourteenth Floor Plan
CMH-HTL-SW-15-DR-A-00115 Proposed – Roof Plan
CMH-HTL-SW-ZZ-DR-A-00200 Proposed – Site Sections – Sheet 1
CMH-HTL-SW-ZZ-DR-A-00201 Proposed – Site Sections – Sheet 2
CMH-HTL-SW-ZZ-DR-A-00300 Proposed – Site Elevations – Sheet 1
CMH-HTL-SW-ZZ-DR-A-00301 Proposed – Site Elevations – Sheet 2
CMH-HTL-BA-ZZ-DR-A-00300 Building A Elevations – North East
CMH-HTL-BA-ZZ-DR-A-00301 Building A Elevations – South East
CMH-HTL-BA-ZZ-DR-A-00302 Building A Elevations – South West
CMH-HTL-BA-ZZ-DR-A-00303 Building A Elevations – North West
CMH-HTL-BB-ZZ-DR-A-00300 Building B Elevations – Sheet 1
CMH-HTL-BB-ZZ-DR-A-00301 Building B Elevations – Sheet 2
CMH-HTL-BC-ZZ-DR-A-00300 Building C Elevations
CMH-HTL-BD-ZZ-DR-A-00300 Building D Proposed Elevations
CMH-HTL-BD-ZZ-DR-A-00600 Building D Existing Elevations
CMH-HTL-BE-ZZ-DR-A-00300 Building E Elevations – Sheet 1
CMH-HTL-BE-ZZ-DR-A-00301 Building E Elevations – Sheet 2
743-FH-XX-00-DP-L-301 Level and Drainage

742-FH-XX-DP-L-101 Landscape General Arrangement
 CMH-HTL-BA-ZZ-DR-A-00500 Building A – Units Types – Sheet 1
 CMH-HTL-BA-ZZ-DR-A-00501 Building A – Unit Types – Sheet 2
 CMH-HTL-BA-ZZ-DR-A-00502 Building A – Unit Types – Sheet 3
 CMH-HTL-BB-ZZ-DR-A-00500 Building B – Unit Types – Sheet 1
 CMH-HTL-BC-ZZ-DR-A-00500 Building C – Unit Types – Sheet 1
 CMH-HTL-BE-ZZ-DR-A-00500 Building E – Unit Types – Sheet 1
 SK026 Locations of Cycle Stores and WCA Units
 Air Quality Assessment dated February 2020
 5488/20-01 Rev - Arboricultural Impact Assessment dated 26 February 2020
 1CO108379/CMP/R1 Construction Management Plan dated February 2020
 Construction Logistics Plan dated February 2020
 Central Middlesex Hospital Design & Access Statement, dated February 2020
 Central Middlesex Hospital Daylight, Sunlight and Overshadowing Report v2 dated 5 February 2020
 Central Middlesex Hospital Internal, Daylight, Sunlight and Overshadowing Report dated 6 February 2020
 N1110.001 Ecological Appraisal: Land at Central Middlesex Hospital dated 25 September 2019
 Energy Assessment Version 2 dated 29 May 2020
 Flood Risk and Drainage Strategy Report – Issue 1 dated 28 February 2020
 1920463 R01 (01) Geoenvironmental and Geotechnical Site Investigation dated February 2020
 Health Impact Assessment dated February 2020
 Central Middlesex Hospital Heritage Impact Assessment dated February 2020
 200211 Accommodation Schedule P2 dated 21 February 2020
 Land adjacent Middlesex Hospital Noise Planning Report dated January 2020
 Planning Statement dated February 2020
 Active Travel Zone Report dated February 2020
 Delivery and Servicing Plan dated February 2020
 Transport Assessment dated February 2020
 Travel Plan dated February 2020
 Central Middlesex Hospital Heritage Impact Assessment dated February 2020
 Central Middlesex Hospital Wind Microclimate Assessment dated November 2019
 Circular Economy Statement dated June 2020
 743-XR-05-B Urban Greening Factor – Proposed Landscape Rev E

Reason: For the avoidance of doubt and in the interests of proper planning.

3. Compliance – Floorspace

The development hereby permitted shall comprise of the following uses and floorspace:

Use	Approved Floorspace Amount
Residential (150 units) (Use Class C3)	26,096 sqm (GIA) 158 UNITS

Non-residential floorspace (Use Class B1/D1/D2)	636 sqm (GIA)
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Reason: For the avoidance of doubt and in the interest of proper planning

4. Land Use - compliance

Notwithstanding the provisions of the Town and Country Planning (Use Classes) Order 1987 (as amended) and the Town and Country Planning (General Permitted Development) (England) Order 2015 (as amended), the flexible B1/D1/D2 use hereby permitted shall be retained and shall not be changed to any other use, including any other use within the Town and Country Planning (Use Classes) Order 1987 (as amended).

Reason: To ensure the development provides an appropriate mix of land uses in accordance with London Plan (2021) policy S1 'Developing London's social infrastructure', and OPDC Post Submission Modified Draft Local Plan (2021) policies TCC3 'Social Infrastructure'.

5. Fire Strategy – Prior to above ground works

Prior to above ground works, an updated Fire Strategy shall be submitted to and approved in writing by the local planning authority.

Reason: To ensure that the development is safe in relation to fire safety in accordance with Policy D12 of the London Plan (2021).

6. Construction and Environmental Management Plan – Prior to commencement

No development shall commence, including any works of demolition, until a detailed Construction and Environmental Management Plan (CEMP) has been submitted to and approved in writing by the Local Planning Authority. The CEMP shall include, but not be limited to, the following details (where appropriate):

- (i) a construction programme including a 24 hour emergency contact number;
- (ii) complaints procedures, including complaint response procedures;
- (iii) noise and air quality mitigation measures, including dust suppression;
- (iv) locations for the storage of plant and materials used in constructing the development;
- (v) details showing the siting, design and maintenance of security hoardings;
- (vi) details showing how the existing playground at Luma Apartments will remain available to residents for the duration of the construction programme and any associated safety measures to be put in place;
- (vii) wheel washing facilities and measures to prevent the emission of dust and dirt onto the highway during construction;
- (viii) site lighting details;
- (ix) site drainage control measures;
- (x) tree protection measures in accordance with BS 5837:2012;

- (xi) a scheme for recycling/disposing of waste resulting from demolition and construction works; and
- (xii) Membership of the Considerate Constructors Scheme.

The development, including any works of demolition, shall only be carried out in accordance with the approved CEMP.

Reason: To avoid blocking the surrounding streets and to protect the environment of people in neighbouring properties, and to support ecology/retention of trees in accordance with London Plan (2021) policies T3 'Transport capacity, connectivity and safeguarding', D14 'Noise', G6 'Biodiversity and access to nature', and G7 'Trees and woodlands' and OPDC Post Submission Modified Draft Local Plan (2021) policies T7 'Freight, Servicing and Deliveries' and T8 'Construction', EU5 'Noise and Vibration' and EU2 'Urban Greening and Biodiversity'.

7. Construction Logistics Plan – Prior to commencement

No development shall commence, including any works of demolition, until a detailed Construction Logistics Plan (CLP) has been submitted to and approved in writing by the Local Planning Authority. The CLP shall include information on:

- (i) booking systems;
- (ii) consolidated or re-timed trips;
- (iii) secure off-street loading and drop off facilities;
- (iv) use of logistics and consolidation centres;
- (v) re-use of materials on-site;
- (vi) collaboration with other sites in the area;
- (vii) use of rail and water for freight;
- (viii) implementation of a staff travel plan;
- (ix) any areas for the parking of vehicles of site operatives and visitors (including measures taken to ensure satisfactory access and movement for existing occupiers of neighbouring properties during construction); and
- (x) amendment of draft construction route via Acton Lane.

The development, including any works of demolition, shall only be carried out in accordance with the approved CLP.

Reason: To limit any impact on the local highway network and to protect the amenity of local residents in accordance with London Plan (2021) policy T7 'Deliveries, servicing and construction' and OPDC Post Submission Modified Draft Local Plan (2021) policy T8 'Construction'. The details are required prior to commencement because the demolition phase must be addressed in the CLP.

8. Nolsy Working Hours – Compliance

You must carry out any building work which can be heard at the boundary of the site only between the following hours:

- 08.00 – 18.00 Monday to Friday;
- 08.00 – 13.00 on Saturdays;

- Not at all on Sundays, bank holidays and public holidays.

Reason: In the interests of the amenity of local residents in accordance with London Plan (2021) policy D14 'Noise' and OPDC Post Submission Modified Draft Local Plan (2021) policy EU5 'Noise and Vibration'.

9. Piling Method Statement – Prior to commencement of any piling

No piling shall take place until a Piling Method Statement (detailing the depth and type of piling to be undertaken and the methodology by which such piling will be carried out, including measures to prevent and minimise the potential for damage to subsurface sewerage and water infrastructure, and the programme for the works) has been submitted to and approved in writing by the Local Planning Authority in consultation with Thames Water. Any piling must be undertaken in accordance with the terms of the approved piling method statement.

Reason: To protect water infrastructure in the vicinity of the site because the proposed works will be in close proximity to underground water utility infrastructure in accordance with London Plan (2021) policies SI 5 'Water infrastructure' and OPDC Post Submission Modified Draft Local Plan (2021) policy EU3 'Water'.

10. Materials – Prior to use

Full details (including samples, where requested by the Local Planning Authority) of the materials to be used on all external surfaces (which for the avoidance of doubt shall also include hard landscaping) shall be submitted to and approved by the Local Planning Authority in writing prior to their use on site. Only such materials as shall have been approved pursuant to this condition shall be used in the development.

Reason: To ensure that the appearance of the building is suitable and it contributes positively to the character and appearance of the area in accordance with London Plan (2021) policies D3 'Optimising site capacity through the design-led approach' and D4 'Delivering good design', and OPDC Post Submission Modified Draft Local Plan (2021) policy D3 'Well-designed Buildings'.

11. Detailed Drawings – Prior to relevant works

Notwithstanding the approved plans, prior to any above ground works on the buildings, detailed drawings comprising elevations and sections of the following at 1:20 or 1:50, as appropriate, shall be submitted to and approved in writing by the Local Planning Authority:

- a) A bay study for the building of the materials and glazing;
- b) All entrances (with canopies where relevant);
- c) Typical window openings including reveals and surrounds;
- d) The parapets/roof edges and screens at the top of the building;
- e) All private balconies and terraces;
- f) Any roof level structures including flues and lift overruns;
- g) Principle features on all facades; and
- h) Gates to the central amenity space.

The development shall only be carried out in accordance with the approved details.

Reason: To ensure that the appearance of the building/development is suitable and it contributes positively to the character and appearance of the area in accordance with London Plan (2021) policies D3 'Optimising site capacity through the design-led approach' and D4 'Delivering good design', and OPDC Post Submission Modified Draft Local Plan (2021) policy D3 'Well-designed Buildings'.

12. External Equipment – Prior to above ground works

Prior to above ground works details of any external equipment to be installed on the building including window cleaning equipment and mechanical plant shall be submitted to and approved in writing by the local planning authority. The equipment shall only be installed in accordance with the approved details.

Reason: In the interests of the character and appearance of the area in accordance with London Plan (2021) policy D4 'Delivering good design', and OPDC Post Submission Modified Draft Local Plan (2021) policy D3 'Well-designed Buildings'.

13. Telecommunications Apparatus and Antennae/Satellite Dishes – Prior to occupation

Prior to the first occupation of any of the units hereby approved, details to show appropriate locations for any telecommunications apparatus and communal antennae and satellite dishes that can be used by occupants of the development shall be submitted to and approved in writing by the local planning authority. Notwithstanding any provisions to the contrary, no telecommunications apparatus shall be installed on the building without the prior written agreement of the Local Planning Authority and any installation shall be in accordance with such.

Reason: In the interests of the character and appearance of the area in accordance with London Plan (2021) policy D4 'Delivering good design' and OPDC Post Submission Modified Draft Local Plan (2021) policy D3 'Well-designed Buildings'.

14. Landscaping and Public Realm – Prior to commencement

Prior to the commencement of the development, a scheme of hard and soft landscaping for all areas of the site (public open space, public realm, communal terraces) shall be submitted to and approved in writing by the Local Planning Authority. The details submitted shall include: -

- i) details of all materials and hard landscaping across the site;
- ii) details of all boundary treatments to the development;
- iii) details of trees to be retained and of proposed new shrub and tree planting across the site;
- iv) details of biodiversity enhancements;
- v) details of all play equipment;
- vi) details of all street furniture;
- vii) details of all signage;
- viii) details of all external lighting;

- ix) a programme for the planting of the soft landscaping; and
- x) a landscaping maintenance and management plan.

The development hereby permitted shall not be occupied until the landscaping scheme has been implemented in full accordance with the approved scheme. The approved landscaping scheme shall thereafter be managed and maintained in accordance with the approved maintenance and management plan. Any plants or trees which, within a period of five years from the date they are first planted, die, are removed or become seriously damaged or diseased, shall be replaced in the next planting season with others of a similar size and species.

Reason: In the interests of the character and appearance of the area, to ensure appropriate accessibility and to support biodiversity in accordance with London Plan (2021) policies D3 'Optimising site capacity through the design-led approach', D4 'Delivering good design', G5 'Urban greening' and G6 'Biodiversity and access to nature', and OPDC Post Submission Modified Draft Local Plan (2021) policies D1 'Public Realm' and EU2 'Urban Greening and Biodiversity'.

15. Secured by Design – Prior to occupation

Prior to the occupation of the development hereby permitted, 'Secured by Design' certification should be achieved, with details submitted to and approved in writing by the Local Planning Authority (in consultation with the Metropolitan Police). The details shall demonstrate how the Development incorporates the principles and practices of Secured by Design. Once approved, the development shall be carried out and permanently retained in accordance with the approved details. In aiming to satisfy this condition the applicant should seek the advice of the Police Designing Out Crime Officers (DOCOs). It is the policy of the Local Planning Authority to consult with the DOCOs in the discharging of community safety condition(s).

Reason: To ensure that the Development is safe and that the risk of crime, and the fear of crime, is reduced in accordance with the NPPF and Policy D11 'Safety, security and resilience to emergency' of the London Plan (2021).

16. Microclimate – Prior to commencement

Prior to the commencement of development, detailed wind tunnel modelling shall be undertaken and the results of this, along with full details of proposed wind microclimate mitigation measures shall be submitted to and approved in writing by the Local Planning Authority. The relevant mitigation measures shall be installed in full before the area of the site requiring the mitigation is brought into use.

Reason: To ensure that the microclimate around the buildings is appropriate in accordance with London Plan (2021) policy D9 'Tall Buildings' and OPDC Post Submission Modified Draft Local Plan (2021) policy D5 'Amenity'.

17. Accessibility - Compliance

All residential units indicated on the approved drawings as being suitable for wheelchair users (WC) shall be compliant with part M4 category 3 of the Building Regulations. All other units shall be compliant with part M4 category 2 of the Building

Regulations.

Reason: To provide suitable access for disabled persons in accordance with London Plan (2021) policy D7 'Accessible housing', and OPDC Post Submission Modified Draft Local Plan (2021) policy D2 'Accessible and Inclusive Design'.

18. Accessible parking – Prior to occupation

Prior to first occupation of the development, details of the provision of accessible parking bays for blue badge holders shall be submitted to and approved in writing by the Local Planning Authority (minimum 6 parking bays). Thereafter, the approved parking provision shall be installed/marked out and made available for use prior to first occupation of the development and shall thereafter be permanently retained and kept available at all times for motorists displaying a 'Blue Badge' parking permit.

Reason: To provide suitable parking for disabled persons in accordance with London Plan (2021) policy T6 'Car parking' and OPDC Post Submission Modified Draft Local Plan (2021) policies D2 'Accessible and Inclusive design' and T4 'Parking'.

19. Car Parking Management Plan – Prior to occupation

Prior to first occupation of any part of the development, a Car Parking Management Plan to demonstrate how the accessible parking bays will be allocated and managed shall be submitted to and approved in writing by the Local Planning Authority. Thereafter the approved plan shall be implemented and followed at all times.

Reason: To provide suitable parking for disabled persons in accordance with London Plan (2021) policy T6 'Car parking' and OPDC Post Submission Modified Draft Local Plan (2021) policies D2 'Accessible and Inclusive design' and T4 'Parking'.

20. Electric Vehicle Charging Points – Prior to occupation

Electric vehicle charging points ('EVCP') shall be provided for 20% of the car parking spaces and passive provision shall be made available for the remaining 80% of the spaces so that the spaces are capable of being readily converted to electric vehicle charging points. The location of the EVCP spaces and charging points shall be submitted to and approved in writing by the Local Planning Authority prior to first occupation of the development. Prior to the first occupation of the development the approved EVCP shall be constructed and marked out and shall thereafter be retained permanently.

Reason: To encourage the use of electric vehicles in the interests of sustainability in accordance with London Plan (2021) OPDC Post Submission Modified Draft Local Plan (2021) policy T4 'Parking'.

21. Cycle Storage - Prior to above ground works

Notwithstanding the submitted details and prior to the commencement of above ground works, details of secure cycle storage including the provision of additional on-street spaces shall be submitted to and approved in writing by the Local Planning Authority.

Reason: To encourage cycling as a means of sustainable transport in accordance with London Plan (2021) policy T5 'Cycling', and OPDC Post Submission Modified Draft Local Plan (2021) policy T3 'Cycling'.

22. Cycle Storage (Residential) - Prior to occupation

Prior to the first occupation of any residential building, the internal and external cycle storage spaces approved as part of this development shall be implemented and thereafter retained in full for the lifetime of the development. The cycle storage shall be made available at all times to residents of the development.

Reason: To encourage cycling as a means of sustainable transport in accordance with London Plan (2021) policy T5 'Cycling', and OPDC Post Submission Modified Draft Local Plan (2021) policy T3 'Cycling'.

23. Cycle Storage (Non-residential) - Prior to occupation

Prior to the first occupation of the Old Refectory building, further details of the cycle storage indicated on the approved plans shall be submitted to and approved in writing by the Local Planning Authority. The approved details shall be fully implemented prior to first occupation of the building and the cycle storage shall be made available at all times to occupiers of the development and shall not be used for any other purpose.

Reason: To encourage cycling as a means of sustainable transport in accordance with London Plan (2021) policy T5 'Cycling', and OPDC Post Submission Modified Draft Local Plan (2021) policy T3 'Cycling'.

24. Delivery and Servicing Plan – Prior to first use

No part of the development shall be brought into use until a Delivery and Servicing Plan has been submitted to and approved in writing by the Local Planning Authority. The Delivery and Servicing Plan shall include, but not be limited to, the following details:

- i) details of deliveries to the site, including the size and type of vehicles and when they will access the site;
- ii) measures to reduce vehicle movements;
- iii) the routing of delivery/servicing vehicles including swept-path analysis; and
- iv) dedicated areas for the loading/unloading of vehicles.

The approved Delivery and Servicing Plan shall be adhered to at all times.

Reason: To avoid blocking the highway network and to protect the amenity of people in neighbouring properties in accordance with London Plan (2021) policies T3 'Transport capacity, connectivity and safeguarding' and T7 'Deliveries, servicing and construction', and OPDC Post Submission Modified Draft Local Plan (2021) policies T1 'Roads and Streets' and T7 'Freight, Servicing and Deliveries'.

25. Drainage Strategy – Compliance

The measures contained within the Flood Risk and Drainage Strategy Report produced by Tully De'Ath, dated 28 February 2020 and submitted with the application, shall be implemented in full and adhered to for the lifetime of the development.

Reason: To minimise the risk of surface water flooding in the vicinity of the site in accordance with London Plan (2021) policy SI 13 'Sustainable drainage', and OPDC Post Submission Modified Draft Local Plan (2021) policy EU3 'Water'.

26. Energy Strategy – Compliance

The development hereby approved shall be implemented in accordance with the Energy Statement v2 prepared by Silcock Dawson & Partners submitted as part of the planning application. The measures contained in the Energy Statement shall be maintained for the lifetime of the development.

Reason: To ensure the development maximises energy efficiency measures in accordance with London Plan (2021) policies SI 2 'Minimising greenhouse gas emissions', SI 3 'Energy infrastructure' and SI 4 'Managing heat risk' and OPDC Post Submission Modified Draft Local Plan (2021) policy EU9 'Minimising Carbon Emissions and Overheating'.

27. Photovoltaic Panels - Prior to occupation

Prior to the occupation of the development, further details of photovoltaic (PV) panels to be installed on the buildings, in accordance with the Energy Statement v2 prepared by Silcock & Partners, including a roof plan confirming the locations of the PV panels, shall be submitted to and approved in writing by the Local Planning Authority. The approved details shall be implemented in full prior to first occupation of the relevant building(s).

Reason: Reason: To ensure the development maximises energy efficiency measures in accordance with London Plan (2021) policies SI 2 'Minimising greenhouse gas emissions' and SI 3 'Energy infrastructure', and OPDC Post Submission Modified Draft Local Plan (2021) policy EU9 'Minimising Carbon Emissions and Overheating'.

28. Overheating / Cooling Strategy - Prior to above ground work

Prior to above ground works, an Overheating / Cooling Strategy for the buildings, including details of all mitigation required to overcome overheating issues within the buildings which includes active and passive measures, shall be submitted to and approved in writing by the Local Planning Authority. The outcomes of this strategy shall be implemented in full prior to the occupation of the development and adhered to for the lifetime of the development.

Reason: To prevent overheating within the units in accordance with London Plan (2021) policy SI 4 'Managing heat risk', and OPDC Post Submission Modified Draft Local Plan (2021) policy EU9 'Minimising Carbon Emissions and Overheating'.

29. Air Quality - Compliance

The mitigation measures set out in the approved Air Quality Impact Assessment dated February 2020 shall be implemented in full and adhered to for the lifetime of the development, along with any further mitigation required as a result of the ongoing monitoring secured in the S106 agreement.

Reason: To ensure the development contributes to improvements in air quality in accordance with London Plan (2021) policy SI 1 'Improving air quality', and OPDC Post Submission Modified Draft Local Plan (2021) policy EU4 'Air Quality'.

30. Air Quality – Prior to occupation

Prior to occupation of the development, details of the NOx filtration system to be installed on the MVHR system for Building A, as well as a filtration maintenance plan shall be submitted to and approved in writing by the Local Planning Authority. The system shall then be maintained as per the approved details for the lifetime of the development.

Reason: To ensure the development contributes to improvements in air quality in accordance with London Plan (2021) policy SI 1 'Improving air quality', and OPDC Post Submission Modified Draft Local Plan (2021) policy EU4 'Air Quality'.

31. Water Efficiency - Compliance

The development hereby approved shall fully comply with the optional requirements set out in paragraph (2)(b) of Requirement G2 of the Building Regulations 2010, as amended, to ensure that mains water consumption would meet a target of 105 litres or less per head per day, excluding an allowance of 5 litres or less per head per day for external water consumption.

Reason: To ensure the development delivers appropriate levels of water efficiency in accordance with London Plan (2021) policy SI 5 'Water Infrastructure, OPDC Post Submission Modified Draft Local Plan (2021) policy EU3 'Water'.

32. Water Supply - Prior to commencement

Prior to the commencement of development, an impact study of the existing water supply infrastructure shall be submitted to, and approved in writing by, the Local Planning Authority. The study should determine the magnitude of any new additional capacity required in the system and a suitable connection point and the development shall be carried out in accordance with the approved impact study.

Reason: To ensure that the water supply infrastructure has sufficient capacity to cope with the additional demand in accordance with London Plan (2021) policies SI 5 'Water infrastructure', and OPDC Post Submission Modified Draft Local Plan (2021) policy EU3 'Water'.

33. Water Supply - Prior to occupation

No properties shall be occupied until confirmation has been provided that either:

1. all water network upgrades required to accommodate the additional flows to serve the development have been completed; or

2. a housing and infrastructure phasing plan has been agreed with Thames Water to allow additional properties to be occupied.

Where a housing and infrastructure phasing plan is agreed no occupation shall take place other than in accordance with the agreed housing and infrastructure phasing plan.

Reason: The development may lead to no / low water pressure and network reinforcement works are anticipated to be necessary to ensure that sufficient capacity is made available to accommodate additional demand anticipated from the new development.

34. Details of Waste and Recycling – prior to above ground works

No above ground works shall commence until details to show how waste and recycling will be stored on site and collected have been submitted to and approved in writing by the Local Planning Authority. The details shall address the following (where appropriate):

- (i) source segregation of bio-waste and other recyclables;
- (ii) control of odour, nuisance and air and noise pollution from waste storage and collection; and
- (iii) details to show compliance with the current and planned future waste collection arrangements of the local waste collection authority.

No part of the development shall be brought into use until the waste and recycling storage has been provided in full accordance with the approved details. The waste and recycling storage shall thereafter be made available at all times to everyone using the development and shall not be used for any other purpose.

Reason: To ensure that adequate arrangements have been made for the storage and collection of waste and recycling in accordance with London Plan (2021) policies SI 7 'Reducing waste and supporting the circular economy', SI 8 'Waste capacity and net waste self-sufficiency' and T7 'Deliveries, servicing and construction', and OPDC Post Submission Modified Draft Local Plan (2021) policy EU7 'Circular and Sharing Economy'.

35. Noise - Compliance

The development hereby approved shall be implemented in full accordance with the submitted Noise Assessment prepared by Waterman dated January 2020 which outlines noise mitigation measures across the proposed development. The measures contained in the Noise Assessment shall be maintained for the lifetime of the development.

Reason: To minimise the risk of noise or vibration disturbance for future residents in accordance with London Plan (2021) policy D14 'Noise', and OPDC Post Submission Modified Draft Local Plan (2021) policy EU5 'Noise and Vibration'.

36. Internal Noise Levels - Prior to occupation

Prior to first occupation of each building, hereby approved, the results of a test carried out in accordance with BS8233:2014 'Guidance on sound insulation and noise reduction for buildings' to confirm that the following internal noise levels have been achieved within the residential units within that building shall be submitted to and approved in writing by the Local Planning Authority:

- Bedrooms (23:00-07:00 hrs) 30 dB LAeq;
- Living Rooms (07:00-23:00 hrs) 35 dB LAeq; and
- Kitchens, (07:00-23:00 hrs) 45 dB LAeq.

Reason: To minimise the risk of noise or vibration disturbance for future residents in accordance with London Plan (2021) policy D14 'Noise', and OPDC Post Submission Modified Draft Local Plan (2021) policy EU5 'Noise and Vibration'.

37. Plant Noise – compliance

The design, specification and installation of fixed plant shall be such that when operating the cumulative noise level LAeq Tr arising from the proposed plant, measured at 1m from the facade of the nearest noise sensitive premises, shall be a rating level of at least 5dB(A) below the background noise level LAF90 Tbg. The measurement of the noise should be carried out in accordance with the methodology contained within BS 4142:2014.

Reason: To minimise the risk of noise or vibration disturbance for future residents in accordance with London Plan (2021) policy D14 'Noise', and OPDC Post Submission Modified Draft Local Plan (2021) policy EU5 'Noise and Vibration'.

38. External Lighting Scheme - Prior to occupation

No part of the development shall be first occupied unless and until full details of any proposed external lighting (the External Lighting Scheme) has been submitted to and approved in writing by the Local Planning Authority. The External Lighting Scheme shall include details of the appearance and technical details/specifications, intensity, orientation and screening of lamps, siting, the means of construction and laying of cabling, and the timing of installation. The external Lighting is to be constructed and / or installed prior to occupation of the development and shall be retained and maintained for so long as the building(s) shall exist.

Reason: In the interests of the character and appearance of the area in accordance with London Plan (2021) policy D4 'Delivering good design', and OPDC Post Submission Modified Draft Local Plan (2021) policy D3 'Well-designed Buildings'.

39. Contamination - Prior to Commencement

Prior to the commencement of development, further investigations into contamination should be undertaken and the results of the investigation, along with a remediation strategy (where required) shall be submitted to the Local Planning Authority for approval in writing. The remediation strategy (if relevant) shall thereafter be implemented as approved.

Reason: Potentially contaminative land uses (past or present) are understood to occur at, or near to, this site. The condition is required to ensure that no unacceptable risks are caused to humans, controlled waters or the wider environment during and following the development works in accordance with the NPPF, and OPDC Post Submission Modified Draft Local Plan (2021) policy EU13 'Land Contamination'.

40. Circular Economy – Compliance

The development shall be carried out and operated in accordance with the Circular Economy Statement Revision P04 prepared by Buro Happold and dated 5 February 2021.

An update to the report shall be submitted to the Local Planning Authority and the GLA upon practical completion of the development. The update shall provide a review of the completed development and its commitments to the principles of the circular and sharing economy as set out in the London Plan and draft OPDC Local Plan.

Reason: To ensure the development contributes towards the principles of the circular and sharing economy in accordance with London Plan (2021) policy SI 7 'Reducing waste and supporting the circular economy', and OPDC Post Submission Modified Draft Local Plan (2021) policy EU7 'Circular and Sharing Economy'.

Informatives

1. You are advised that this permission has been granted subject to a legal agreement under Section 106 of the Town and Country Planning Act 1990.
2. Under the terms of the Planning Act 2008 (as amended) and Community Infrastructure Levy Regulations 2010 (as amended), this development is liable to pay the Mayor of London's Community Infrastructure Levy 2 (MCIL2). From 1 April 2019 rates within the MCIL Charging Schedule will be used to calculate developer contributions for CIL liable developments. Liability to pay CIL must now be assumed by submitting an Assumption of Liability Notice to the OPDC at planningapplications@opdc.london.gov.uk.
3. The applicant and/or contractor are encouraged to sign up to the Fleet Recognition Scheme (FORS) which promotes better safety standards during construction. The FORS guidance can be found at <http://www.tfl.gov.uk/info-for/freight/safety-and-the-environment/managing-risks-wrrr>.
4. The applicant is advised that prior to making a submission in relation to condition 11 requiring further details of external materials, that they should discuss the materials to be submitted with an Approved Building Control Surveyor in order to ensure that they meet with current fire safety regulations.
5. The applicant is strongly encouraged to consider the use of a sprinkler system within the development. Sprinkler systems installed in buildings can significantly reduce the damage caused by fire and the consequential cost to businesses and housing providers and can reduce the risk to life.

6. The applicant is advised to ensure the plans conform to Part B of Approved Document of the Building Regulations and that the application is submitted to the building control/Approved Inspector who in some circumstances may be obliged to consult the Fire Authority.
7. The applicant is advised that separate advert consent is required for all signage.
8. The applicant is strongly encouraged to make reasonable endeavours to ensure that all workers involved in the construction of the development, either directly employed by the applicant, or employed by a sub-contractor, are paid the London Living Wage.
9. Thames Water Advises: As you are redeveloping a site, there may be public sewers crossing or close to your development. If you discover a sewer, it's important that you minimise the risk of damage. We'll need to check that your development doesn't limit repair or maintenance activities or inhibit the services we provide in any other way. The applicant is advised to read our guide working near or diverting our pipes. <https://developers.thameswater.co.uk/Developing-a-large-site/Planning-your-development/Working-near-or-diverting-our-pipes>.

Proactive and Positive Statement

In accordance with the National Planning Policy Framework and with Article 35 of the Town and Country Planning (Development Management Procedure) (England) Order 2015 the following statement explains how the OPDC as Local Planning Authority has worked with the applicant in a positive and proactive manner based on seeking solutions to problems arising in relation to dealing with this planning application:

OPDC, as the local planning authority, has worked with the applicant in a positive and proactive manner by offering a full pre-application service to ensure that the applicant had the opportunity to submit an application that was likely to be considered favourably. In addition, the local planning authority provided guidance on how outstanding planning matters could be addressed prior to determination of the application. The application complies with relevant national, regional and local planning policy and OPDC has decided to grant planning permission accordingly.

Dated this:

Claire O'Brien

Head of Development Management
Old Oak and Park Royal Development Corporation

Old Oak and Park Royal Development Corporation

TOWN AND COUNTRY PLANNING ACT 1990

Appeals to the Secretary of State

- * If you are aggrieved by the decision of your Local Planning Authority to refuse permission for the proposed development or to grant it subject to conditions, then you can appeal to the Secretary of State for the Environment under Section 78 of the Town and Country Planning Act 1990.
- * If you want to appeal then you must do so within SIX months of the date of this notice, using a form, which is available from the Planning Inspectorate, (a copy of which must be sent to Old Oak and Park Royal Development Corporation Planning Policy and Decisions Team) or complete an application online.
The Planning Inspectorate, Temple Quay House, 2 The Square, Temple Quay, Bristol, BS1 6PN (e-mail: enquiries@pins.gsi.gov.uk) or (Tel: 0117 372 8000).
- * To make an appeal online, please use www.planningportal.gov.uk/pes. The Inspectorate will publish details of your appeal on the internet. This may include copies of documentation from the original planning application and relevant supporting documents supplied to the local authority, and or information, including personal information belonging to you that you are happy will be made available in this way. If you supply personal information belonging to a third party please ensure you have their permission to do so. More detailed information about data protection and privacy matters is available on the Planning Portal.
- * The Secretary of State can allow a longer period for giving notice of an appeal, but he will not normally be prepared to use this power unless there are special circumstances, which excuse the delay in giving notice of appeal.
- * The Secretary of State need not consider an appeal if it seems to him that the Local Planning Authority could not have granted it without the conditions it imposed, having regard to the statutory requirements, to the provisions of the development order and to any directions given under the order.
- * In practice, the Secretary of State does not refuse to consider appeals solely because the Local Planning Authority based its decision on a direction given by him.

Purchase Notice

- * If either the Local Planning Authority or the Secretary of State refuses permission to develop land or grants it subject to conditions, the owner may claim that he can neither put the land to a reasonably beneficial use in its existing state nor can he render the land capable of a reasonably beneficial use by carrying out any development which has been or would be permitted.
- * In these circumstances, the owner may serve a purchase notice on the Council in whose area the land is situated. This notice will require the Council to purchase his interest in the land in accordance with Part VI of the Town and Country Planning Act 1990 (as amended)

SCHEDULE 3

Affordable Housing

Part 1 Delivery of Affordable Housing Provision

1 ON-SITE AFFORDABLE HOUSING PROVISION

- 1.1 Subject to the provisions of paragraph 2.1 below the London Affordable Rent Housing Units shall not be Occupied for any purpose other than for London Affordable Rent Housing for the lifetime of the Development.
- 1.2 Subject to the provisions of paragraph 2.1 below the Intermediate Housing Units shall not be Occupied for any purpose other than for Intermediate Housing for the lifetime of the Development.
- 1.3 The Owner shall not Occupy or permit or suffer Occupation of any Affordable Residential Units until:
 - (a) Where the Owner is not a Registered Provider at the date of Occupation of an Affordable Residential Unit it has entered into an agreement with a Registered Provider for either the transfer of the freehold interest or the grant of a lease of (a minimum) 125-year leasehold interest of the Affordable Residential Units; and
 - (b) Where the Owner is a Registered Provider at the date of Occupation of an Affordable Residential Unit (or is the Registered Provider referred to in paragraph 1.3(a) (save where the Registered Provider is the Borough)) it has entered into a Rent and Nominations Agreement for London Affordable Rent Housing Units with the Boroughs to provide the Boroughs with nomination rights in respect of the London Affordable Rent Housing Units for the life of the Development in the following shares:
 - (i) 18 London Affordable Rent Housing Units - London Borough of Brent;
 - (ii) 2 London Affordable Rent Housing Units - London Borough of Ealing;
 - (iii) 2 London Affordable Rent Housing Units - London Borough of Hammersmith and Fulham;

(iv) 2 London Affordable Rent Housing Units - Greater London Authority

1.4 In regard to the Intermediate Housing Units any nominations arrangements will be subject to priority being determined as below:

(a) Where GLA grant is involved:

- (i) The Intermediate Housing Units should be offered in the first instance to households in the London Borough of Brent and where there is more than one eligible applicant, Registered Providers should determine priority through use of London Borough of Brent's waiting list applicable to Intermediate Housing, or as a last resort by first-come, first-served. Registered Providers will be expected to ensure that applicants meet the affordability and income requirements;
- (ii) After a period of 1 month the Intermediate Housing Units can then be offered in the second instance to households in the London Borough of Ealing and the London Borough of Hammersmith and Fulham again subject to the Registered Provider being satisfied through an affordability assessment that the household can afford the property; and
- (iii) After a further period of 1 month the Intermediate Housing Units may then be offered in the third instance on a London-wide basis via the Mayor of London's intermediate housing portal.

(b) Where there is no GLA grant involved:

- (i) households on Intermediate Housing waiting lists who meet the affordability and income requirements in the London Borough of Brent will be offered the Intermediate Housing units in the first instance PROVIDED THAT the Registered Provider is satisfied through an affordability assessment that they can afford the unit;
- (ii) The Intermediate Housing Units can then be offered in the second instance to households in the London Borough of Ealing and the London Borough of Hammersmith and Fulham again subject to the Registered Provider being satisfied through an affordability assessment that the household can afford the property; and

- (iii) The Intermediate Housing Units may then be offered in the third instance on a London-wide basis via the Mayor of London's intermediate housing portal.

2 EXCLUSION OF LIABILITY

2.1 The obligations and restrictions contained in paragraph 1 of this schedule and obligations in the Rent and Nomination Agreements shall not bind:

- (a) any occupier or tenant of a London Affordable Rent Unit who has exercised a statutory right to acquire or buy that unit from the Registered Provider pursuant to the Housing Act 1985 or the Housing Act 1996 or Housing and Regeneration Act 2008 or Housing and Planning Act 2016 and any person or body deriving title through that occupier or tenant;
- (b) any occupier of an Intermediate Housing Unit who has acquired 100 per cent equity in respect of Shared Ownership Housing through staircasing;
- (c) any mortgagee or chargee (or any receiver (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator (each a "Receiver")) of the whole or any part of the Affordable Residential Units (or any Additional Affordable Residential Units) PROVIDED THAT such mortgagee chargee or receiver has complied with the provisions in paragraph 2.2 of this schedule; or
- (d) any person or body deriving title through or from any of the parties mentioned in paragraphs 2.1(a) to 2.1(b).

2.2 Any Chargee wishing to claim protection pursuant to paragraph 2.1(c) must:

- (a) serve a Default Notice on the OPDC by delivery by hand to the OPDC's offices during office hours or using first class registered post to the OPDC's offices in either case addressed to the Director of Planning of the OPDC prior to seeking to dispose of the relevant Affordable Residential Units;
- (b) when serving the Default Notice, provide to the OPDC official copies of the title registers for the relevant Affordable Residential Units; and

- (c) subject to paragraph 2.7 below, not exercise its power of sale over or otherwise dispose of the relevant Affordable Residential Units before the expiry of the Moratorium Period except in accordance with paragraph 2.4 below.

2.3 From the first day of the Moratorium Period to (but excluding) the date falling one calendar month later, the OPDC may serve an Intention Notice on the Chargee.

2.4 Not later than 15 Working Days after service of the Intention Notice (or such later date during the Moratorium Period as may be agreed in writing between the OPDC and the Chargee), the Chargee will grant the OPDC (and/or the OPDC's nominated substitute Registered Provider) an exclusive option to purchase the relevant Affordable Residential Units which shall contain the following terms:

- (a) the sale and purchase will be governed by the Standard Commercial Property Conditions (Third Edition – 2018 Revision) (with any variations that may be agreed between the parties to the Option (acting reasonably));
- (b) the price for the sale and purchase will be agreed in accordance with paragraph 2.5(b) below or determined in accordance with paragraph 2.6 below;
- (c) PROVIDED THAT the purchase price has been agreed in accordance with paragraph 2.5(b) below or determined in accordance with paragraph 2.6 below, but subject to paragraph 2.4(d) below, the OPDC (or its nominated substitute Registered Provider) may (but is not obliged to) exercise the Option and complete the purchase of the relevant Affordable Residential Units at any time prior to the expiry of the Moratorium Period;
- (d) the Option will expire upon the earlier of:
 - (i) notification in writing by the OPDC (or its nominated substitute Registered Provider) that it no longer intends to exercise the Option; and
 - (ii) the expiry of the Moratorium Period; and
- (e) any other terms agreed between the parties to the Option (acting reasonably).

2.5 Following the service of the Intention Notice:

- (a) the Chargee shall use reasonable endeavours to reply to enquiries raised by the OPDC (or its nominated substitute Registered Provider) in relation to the Affordable Residential Units as expeditiously as possible having regard to the length of the Moratorium Period; and
- (b) the OPDC (or its nominated substitute Registered Provider) and the Chargee shall use reasonable endeavours to agree the purchase price for the relevant Affordable Residential Units which shall be the higher of:
 - (i) the price reasonably obtainable in the circumstances having regard to the restrictions as to the use of the relevant Affordable Residential Units contained in this schedule; and
 - (ii) (unless otherwise agreed in writing between the OPDC (or its nominated substitute Registered Provider) and the Chargee) the Sums Due.

2.6 On the date falling 10 Working Days after service of the Intention Notice, if the OPDC (or its nominated substitute Registered Provider) and the Chargee have not agreed the price pursuant to paragraph 2.5(b)(i) above:

- (a) the OPDC (or its nominated substitute Registered Provider) and the Chargee shall use reasonable endeavours to agree the identity of an independent surveyor having at least ten years' experience in the valuation of affordable/social housing within the London area to determine the dispute and, if the identity is agreed, shall appoint such independent surveyor to determine the dispute;
- (b) if, on the date falling 15 Working Days after service of the Intention Notice, the OPDC (or its nominated substitute Registered Provider) and the Chargee have not been able to agree the identity of an independent surveyor, either party may apply to the President for the time being of the Royal Institution of Chartered Surveyors or his deputy to appoint an independent surveyor having at least 10 (ten) years' experience in the valuation of affordable/social housing within the London area to determine the dispute;
- (c) the independent surveyor shall determine the price reasonably obtainable referred to at paragraph 2.5(b)(i) above, due regard being had to all the restrictions imposed upon the relevant Affordable Residential Units by this Deed;

- (d) the independent surveyor shall act as an expert and not as an arbitrator;
- (e) the fees and expenses of the independent surveyor are to be borne equally by the parties;
- (f) the independent surveyor shall make his/her decision and notify the OPDC, the OPDC's nominated substitute Registered Provider (if any) and the Chargee of that decision no later than 14 days after his/her appointment and in any event within the Moratorium Period; and
- (g) the independent surveyor's decision will be final and binding (save in the case of manifest error or fraud).

2.7 The Chargee may dispose of the relevant Affordable Residential Units free from the obligations and restrictions contained in paragraph 1 of this schedule which shall determine absolutely in respect of those Affordable Residential Units (but subject to any existing tenancies) if:

- (a) the OPDC has not served an Intention Notice before the date falling one calendar month after the first day of the Moratorium Period;
- (b) the OPDC (or its nominated substitute Registered Provider) has not exercised the Option and completed the purchase of the relevant Affordable Housing Units on or before the date on which the Moratorium Period expires; or
- (c) the OPDC (or its nominated substitute Registered Provider) has notified the Chargee in writing pursuant to the Option that it no longer intends to exercise the Option.

2.8 The OPDC (and its nominated substitute Registered Provider, if any) and the Chargee shall act reasonably in fulfilling their respective obligations under paragraphs 2.2 to 2.7 above (inclusive).

Part 2 – Submission of Viability Review

3 VIABILITY REVIEW TRIGGER

- 3.1 The Owner shall notify the OPDC in writing of the date on which it considers that Substantial Implementation has been achieved no later than 10 Working Days after such date and such notice shall be accompanied by full documentary evidence on an open book basis to enable the OPDC to independently assess whether Substantial Implementation has been achieved and whether it was achieved on or before the Substantial Implementation Target Date.
- 3.2 No later than five Working Days after receiving a written request from the OPDC, the Owner shall provide to the OPDC any additional documentary evidence reasonably requested by the OPDC to enable it to determine whether Substantial Implementation has been achieved on or before the Substantial Implementation Target Date.
- 3.3 Following the Owner's notification pursuant to paragraph 3.1 of this Schedule, the Owner shall afford the OPDC access to the Site to inspect and assess whether or not the works which have been undertaken achieve the Substantial Implementation PROVIDED ALWAYS THAT the OPDC shall:
- (a) provide the Owner with reasonable written notice of its intention to carry out such an inspection;
 - (b) comply with relevant health and safety legislation; and
 - (c) at all times be accompanied by the Owner or its agent.
- 3.4 No later than 20 Working Days after the OPDC receives
- (a) notice pursuant to paragraph 3.1 of this Schedule; or
 - (b) If the OPDC makes a request under paragraph 3.2 of this Schedule, the additional documentary evidence,
- the OPDC shall inspect the Site and thereafter provide written confirmation to the Owner within 10 Working Days of the inspection date as to whether or not the OPDC considers that Substantial Implementation has been achieved and whether it was achieved on or before the Substantial Implementation Target Date.

- 3.5 If the OPDC notifies the Owner that the OPDC considers that Substantial Implementation has not been achieved then this paragraph 3 shall continue to apply mutatis mutandis until the OPDC has notified the Owner pursuant to paragraph 3.4 of this Schedule that Substantial Implementation has been achieved.
- 3.6 Where Substantial Implementation has not occurred before the Substantial Implementation Target Date the Owner shall not Occupy the Development or any part thereof until:
- (a) the OPDC has notified the Developer pursuant to paragraph 5.4 of this Schedule that no uplift in London Affordable Rent Housing Units are required; or
 - (b) if the OPDC notifies the Developer pursuant to paragraph 5.4 of this Schedule that an uplift in London Affordable Rent Housing Units is required to be delivered, a Revised Affordable Housing Tenure Split Scheme has been approved pursuant to paragraph 5.4 or 5.5 of this Schedule.

4 SUBMISSION OF DEVELOPMENT VIABILITY INFORMATION AND OTHER INFORMATION

- 4.1 Where Substantial Implementation has not occurred before the Substantial Implementation Target Date (as determined by the OPDC under paragraph 3.4 of this Schedule or pursuant to dispute resolution in accordance with clause 19):
- (a) the Owner shall submit the following information no later than 20 Working Days after the date on which the Owner is notified pursuant to paragraph 3.4 of this Schedule that Substantial Implementation has not been achieved, on the basis that the OPDC may make such information publicly available:
 - (i) the Development Viability Information;
 - (ii) a written statement that applies the applicable Development Viability Information to Formula 1a (PROVIDED ALWAYS THAT if the result produced by Formula 1a is less than zero it shall be deemed to be zero) and Formula 2 thereby confirming whether in the Owner's view an uplift in London Affordable Rent Housing Units is required to be delivered; and
 - (iii) where such written statement confirms that an uplift in London Affordable Rent Housing Units is required to be delivered, a Revised Affordable Housing Tenure Split Scheme; and

(b) paragraphs 5 and 6 of this Schedule shall apply.

5 ASSESSMENT OF DEVELOPMENT VIABILITY INFORMATION AND OTHER INFORMATION

- 5.1 The OPDC shall assess the information submitted pursuant to paragraph 5 of this Schedule and assess whether in its view a Revised Affordable Housing Tenure Split Scheme is required to be delivered in accordance with Formula 1a and Formula 2 and for the avoidance of doubt the OPDC will be entitled to rely on its own evidence in determining inputs into Formula 1a and Formula 2 subject to such evidence also being provided to the Owner.
- 5.2 The OPDC may appoint an External Consultant to assess the information submitted pursuant to paragraph 5 of this Schedule.
- 5.3 In the event that the OPDC and/or any External Consultant requires further Development Viability Information or supporting evidence of the same then the Owner shall provide any reasonably required information to the OPDC or any External Consultant (as applicable and with copies to the other parties) within 10 Working Days of receiving the relevant request and this process may be repeated until the OPDC and/or any External Consultant (as applicable) has all the information it reasonably requires to assess the information.
- 5.4 When the OPDC or its External Consultant has completed its assessment of the information submitted pursuant to paragraph 5 of this Schedule, the OPDC shall notify the Owner in writing of the OPDC's decision as to whether an uplift in London Affordable Rent Housing Units is required to be delivered and whether the submitted Revised Affordable Housing Tenure Split Scheme is approved.
- 5.5 Where the OPDC concludes that an uplift in London Affordable Rent Housing Units is required to be delivered but the Owner's initial submission concluded otherwise, the Owner shall provide an Revised Affordable Housing Tenure Split Scheme to the OPDC for approval (such approval not to be unreasonably withheld or delayed) within 10 Working Days of the date on which it receives the OPDC's notice pursuant to paragraph 5.4 of this Schedule and the provisions of paragraph 6.1 of this Schedule 3 shall then apply.

5.6 If the OPDC's assessment pursuant to paragraph 5.4 of this Schedule concludes that

- (a) a surplus profit arises following the application of Formula 1b but such surplus profit is insufficient to provide an uplift in London Affordable Rent Housing Units pursuant to Formula 2; or
- (b) a surplus profit arises following the application of Formula 1b but such surplus profit cannot deliver a whole number of London Affordable Rent Housing Units pursuant to Formula 2;

then in either scenario the Owner shall pay any such surplus profit allocable to any incomplete London Affordable Rent Housing Units to the OPDC as a financial contribution towards offsite Affordable Housing, or with the written agreement of the OPDC through the delivery of Affordable Housing within the OPDC administrative boundary to an equivalent value.

5.7 The Owner shall pay the OPDC's costs which are reasonably and properly incurred in assessing the information submitted pursuant to paragraph 4 of this Schedule including those of the External Consultant within 20 Working Days of receipt of a written request for payment.

6 DELIVERY OF LONDON AFFORDABLE RENT HOUSING UNITS AND REVISED LONDON AFFORDABLE RENT HOUSING UNITS

6.1 The Owner shall not Occupy more than 80% of the Intermediate Housing Units unless and until:

- (a) The Owner has Practically Completed all of the London Affordable Rent Housing Units and made them available for Occupation; and
- (b) Where it is determined pursuant to paragraph 5.4 of this Schedule that an uplift in London Affordable Rent Housing Units is required the Owner has:
 - (i) Practically Completed all of the additional London Affordable Rent Housing Units in accordance with the Revised Affordable Housing Tenure Split approved by the OPDC pursuant to paragraph 5.5 of this Schedule 8 and made them available for Occupation; and

- (ii) paid any remaining surplus profit pursuant to paragraph 5.6 of this Schedule to the OPDC towards the delivery of offsite Affordable Housing within the OPDC's Area.

6.2 The Parties agree that the terms of paragraphs 1 and 2 of this Schedule and obligations in the Rent and Nomination Agreements shall apply mutatis mutandis to the provision of any additional London Affordable Rent Housing Units pursuant to this paragraph 6.

7 PUBLIC SUBSIDY

Nothing in this Deed shall prejudice any contractual obligation on the Owner to repay or reimburse any Public Subsidy using any surplus profit that is to be retained by the Owner following the application of Formula 2.

8 MONITORING

8.1 The Parties acknowledge and agree that as soon as reasonably practicable following completion of this Deed the OPDC shall report to the GLA through the London Development Database the number and tenure of the Affordable Housing Units by Units and Habitable Room.

8.2 The Parties acknowledge and agree that the OPDC shall report the following information to the GLA through the London Development Database as soon as reasonably practicable after the approval of the Revised Affordable Housing Tenure Split pursuant to paragraph 5.4 or 5.5 of this Schedule or, if a Revised Affordable Housing Tenure Split is not required by the OPDC, the conclusion of the assessment under paragraph 5.4 of this Schedule:

- (a) the number and tenure of the uplift in London Affordable Rent Housing Units by unit numbers and Habitable Room (if any);
- (b) any changes in the tenure or affordability of the Affordable Residential Units by unit numbers and Habitable Room; and
- (c) the amount of any financial contribution payable towards offsite Affordable Housing pursuant to paragraph 5.6 of this Schedule.

ANNEX TO SCHEDULE 3

FORMULA 1a (Surplus profit available for Intermediate Housing Units to be converted to London Affordable Rent Housing Units)

$$\text{"Surplus profit"} = ((A - B) - (D - E)) - P$$

Where:

A = Estimated GDV (£)

B = $A + (C + 1)$

C = Percentage change in the value of the Development for the OPDC's administrative area from grant of Planning Permission to Review Date (using appropriate index figures publicly available which track the relevant change in values) (%)

D = Estimated Build Costs (£)

E = $D + (F + 1)$

F = Percentage change in the BCIS All in Tender Index ("BCIS TPI") from grant of Planning Permission to Review Date (using the latest index figures publicly available) (%)

P = $(A - B) * Y$

Y = []%, being Owner profit as a percentage of GDV for the residential and the non-residential floorspace as determined as part of the review (%).

(A - B) represents the change in GDV of the Development from the date of Planning Permission to the Date of Review.

(D - E) represents the change in Build Costs of the Development from the date of the Planning Permission to the Date of the Review.

FORMULA 2 (Additional affordable housing)

X = Affordable Intermediate Housing Units to be converted to London Affordable Rent Housing Units)

$$X = A + (B - C) + D$$

Where:

A = Surplus Profit available for an uplift in London Affordable Rent Housing Units as determined in Formula 1a (£)

B = Average Intermediate Housing Value (£ per m²)

C = Average London Affordable Rent Housing Value (£ per m²)

D = Average Habitable Room size for the Development being [] m²

Notes:

(B - C) represents the difference in average value of Intermediate Housing per m² and average value of London Affordable Rent Housing per m² (£).

A + (B - C) represents the Intermediate Housing floorspace to be converted to London Affordable Rent floorspace (m²).

SCHEDULE 4

Public Realm Highways and Transport

1 HIGHWAY WORKS

1.1 The Owner covenants with the OPDC:

- (a) to enter into an agreement pursuant to section 38 and/or 278 of the 1980 Act for the provision of the Highway Works prior to the Commencement of the Development;
- (b) to complete the Highway Works and to offer to the Highway Authority the dedication of the land upon which the Highway Works are situated which is not public highway as public highway prior to Occupation of the Development;
- (c) not to Occupy or permit or suffer Occupation of the Development until the Owner has practically completed the Highway Works and offered to the Highway Authority to dedicate the land upon which the Highway Works are situated within the existing adoptable highway shown by a blue dashed line on Plan 2 as public highway.

1.2 In relation to the land hatched on Plan 2 situated outside the existing adoptable highway shown by a blue dashed line on Plan 2 the Owner covenants with the OPDC:

- (a) to maintain this area to an adoptable standard at the Owner's cost; and
- (b) to ensure that this area is retained and remains available for public access free-of-charge 24 hours a day

for the lifetime of the Development from the date the Highway Works are brought into beneficial use and made accessible to members of the public.

2 LOW CAR DEVELOPMENT RESTRICTIONS ON TITLE

2.1 The Owner covenants with the OPDC:

- (a) Not to Occupy or cause or permit or suffer to be Occupied the Development or any part thereof unless and until the Owner has informed all first prospective purchasers or lessees or Occupiers of the Development by formal notice in writing:-
 - (i) that the Development is a Low Car Development; and
 - (ii) that (save for any Blue Badge Holders) Intended Occupiers shall not be entitled to any permits from LBB which would allow them to park any motor vehicle within any future CPZ;
- (b) The Owner will as soon as reasonably practicable confirm in writing to the OPDC that it has made formal notification in accordance with sub-paragraphs 2.1(a)(i) and 2.1(a)(ii) above and if required provide documentation evidencing formal notification;
- (c) The Owner for itself and its successors in title (other than Blue Badge Holders) hereby waives all rights and entitlement (if any) on the part of the Owner to a parking permit in any future CPZ;
- (d) The Owner covenants not to lease or transfer the whole or any part of the Site unless it has included a restrictive covenant in any such lease or transfer which provides that the tenant or owner of the whole or any part of the Site covenants not to apply to the LBHF, LBE or LBB for a resident's parking permit for a CPZ;

2.2 The Owner hereby covenants for itself and its successors in title not to transfer its freehold interests in the Site or grant a leasehold interest in the Site or any part thereof (other than a leasehold interest in an individual Residential Unit or unit of Commercial Floorspace) unless the transferee or lessee as the case may be enters into a deed of covenant (the "Deed of Covenant") with the OPDC in which the transferee or lessee as the case may be gives covenants to the OPDC identical to the covenants within this paragraph 2.

2.3 The Deed of Covenant shall be in substantially the same form as the draft deed of covenant appearing at annex 1 of this schedule, subject to amendments as may be agreed by the Parties acting reasonably.

- 2.4 The Owner shall not Commence the Development or any part thereof until the Owner has entered a restriction on its relevant interest(s) in the Site prohibiting registration of any disposition of said registered estate(s) without a certificate signed by OPDC that the provisions of paragraph 2.2 above have been complied with (the "Restriction"). The Restriction shall be in the same form as the restriction appearing at annex 2 of this schedule.

3 LOW CAR DEVELOPMENT UNDERTAKING TO LBB

- 3.1 The Owner shall not Commence the Development or any part thereof until it has given unilateral undertakings pursuant to section 16 of the Greater London Council (General Powers) Act 1974 to LBB (the "Undertaking") and the OPDC has approved such Undertaking in writing.
- 3.2 The Undertaking shall be in substantially the same form as the draft undertaking appearing at annex 3 of this schedule, subject to such reasonable amendments as may be required by LBB.
- 3.3 The Owner and the OPDC shall use reasonable endeavours to agree the form of the Undertaking with LBB within one month of the date of this Deed and in any event as soon as reasonably practicable after the date of this Deed.
- 3.4 The Owner covenants that all material utilised for advertising or marketing each and every individual Residential Unit within the Development for letting or sale will make it clear to prospective tenants and Occupiers that no Parking Permit (other than for a Blue Badge Holder) will be issued by LBB for any Residential Unit.
- 3.5 Upon receiving written request from the OPDC, the Owner shall provide the OPDC with such evidence as the OPDC may reasonably require to demonstrate that the Owner is complying with the requirements of the Undertaking and this paragraph 3.

4 CAR CLUB MEMBERSHIP

- 4.1 For a 12-month period following the Commencement of the Development, the Owner shall use reasonable endeavours to find a suitable location to provide a Car Club Parking Space, within 400m of the Site and such location is publicly accessible.
- 4.2 The Owner will notify OPDC whether or not it has been able to find a suitable location for a Car Club Parking Space in accordance with paragraph 4.1. If the Owner is not able to find a suitable location, evidence of reasonable endeavours shall be submitted to OPDC.

- 4.3 In the event that the Owner has been unable to obtain a Car Club Parking Space pursuant to paragraph 4.1 the paragraph shall no longer apply.
- 4.4 Prior to first Occupation of any Residential Unit, the Owner shall liaise with a Car Club Operator and use reasonable endeavours to establish a Car Club within 400m of the Site to serve the Development through the provision of the Car Club Parking Space or otherwise in accordance with the Car Club Scheme approved by OPDC.
- 4.5 Not to Occupy the Development or any part of it until submitting the Car Club Scheme to the OPDC and obtaining its approval to it in writing.
- 4.6 The Owner shall provide the OPDC with quarterly written updates on the steps taken and the progress being made to establish a Car Club near the Site from the Commencement of the Development;
- 4.7 If a Car Club is established near the Site through the provision of the Car Club Parking Space, the Owner shall:
- (a) submit details of the location of the Car Club Parking Space to the OPDC for approval and to provide the Car Club Parking Space for the sole use of the Car Club in the location approved by the OPDC not to be unreasonably withheld or delayed;
 - (b) not Occupy any Residential Unit until the Car Club has been established to serve the Development through the provision of the Car Club Parking Space.
- 4.8 The Owner shall:
- (a) notify the OPDC in writing if they are unable to establish the Car Club or the Car Club operator no longer utilises the Car Club Space; and
 - (b) use reasonable endeavours for a period of six months from the date that it notified the OPDC under paragraph 4.8(a) above to secure another Car Club operator to provide the Car Club and provide the OPDC with evidence of attempts to secure another Car Club operator and if having used such reasonable endeavours the OPDC agrees that the Owner is unable to secure another Car Club operator then the provisions of this paragraph 4 shall no longer apply.

- 4.9 Regardless of whether a Car Club is established near the Site through the provision of the Car Club Parking Space, the Owner shall in accordance with the Car Club Scheme:
- 4.10 Prior to first Occupation of each Residential Unit, write to the relevant first Resident of each Residential Unit to notify him of the existence of car clubs on or in the vicinity of the Site and to offer a complimentary membership to a car club per Residential Unit to run for three years following the first Occupation of the Residential Unit;
- 4.11 In the event that following receipt of written notice pursuant to paragraph 4.9(a) above a Resident notifies the Owner that he or she wishes to become a member of a car club on or in the vicinity of the Site, to pay the full cost of that Resident's membership to either Car Club for a period of not less than three years;
- (a) As soon as reasonably practicable following a written request from the OPDC, to provide the OPDC with evidence of the acceptance or non-acceptance of the Car Club membership by the Resident of each Residential Unit; and
- (b) Undertake that any advert or marketing in relation to the sale or letting of any of the Residential Units shall include reference to the provision of membership of the Car Club pursuant to the terms of this Deed and to provide evidence of the same to the OPDC as soon as reasonably practicable following a written request.

5 FRAMEWORK TRAVEL PLAN

- 5.1 The Owner shall:
- (a) Submit a Framework Travel Plan to the OPDC for approval prior to first Occupation of the Residential Units;
- (b) Not first Occupy the Residential Units until the Framework Travel Plan has been approved by the OPDC in writing (which approval shall not be unreasonably withheld or delayed); and
- (c) Thereafter implement, comply with and procure compliance with the Framework Travel Plan for the duration of the beneficial use of the Residential Units within the Development subject to any variations that may be agreed from time to time in writing between the Owner and the OPDC.

- 5.2 The Owner covenants with the OPDC that the Framework Travel Plan shall include (but not be limited to) the following information and measures:
- (a) A specimen welcome pack for all Occupiers of the Residential Units;
 - (b) Explore initiatives to promote cycling and walking;
 - (c) Include proposals for providing and promoting public transport information (for example, maps, routes and timetables); and
 - (d) Provide objectives and targets over the life of the Framework Travel Plan aimed at reducing car use and increasing the modal share towards more sustainable modes of transport; and
 - (e) Proposals for monitoring compliance with the Framework Travel Plan and achievement of the objectives and targets.
- 5.3 The Owner shall review the operation of the Framework Travel Plan on the first, third and fifth anniversaries of the first Occupation of the Residential Units within the Development and shall submit a written report to the OPDC within ten Working Days of completion of the review setting out the findings of the review including the extent to which the objectives and targets set out within the Framework Travel Plan are being achieved and any proposals for improving the operation of the Framework Travel Plan.
- 5.4 Following submission of a review of the Framework Travel Plan, the Owner and the OPDC shall use reasonable endeavours to agree any necessary changes to the Framework Travel Plan to ensure that the objectives and targets set out therein are achieved and the Owner shall thereafter implement any such agreed changes.
- 5.5 The Owner shall pay £1,000 on the first, third and fifth anniversaries of first Occupation of the Residential Units within the Development as contributions towards the OPDC's costs involved in monitoring compliance with the Framework Travel Plan.
- 5.6 The requirements of the Framework Travel Plan shall be complied with for a minimum period of seven (7) years from Occupation of the last Dwelling constructed pursuant to the Planning Permission.

ANNEX 1

Deed of Covenant

DATED

20[]

OLD OAK AND PARK ROYAL DEVELOPMENT
CORPORATION

AND

[COVENANTOR]

DEED OF COVENANT

THIS DEED is made on

20[]

BETWEEN:

BRENT CIVIC CENTRE

(1) ~~OLD OAK AND PARK ROYAL DEVELOPMENT CORPORATION of City Hall, The Queen's Walk, More London Riverside, London SE1 2AA (the "OPDC"); and~~
32 ENGINEERS WAY, WEMBLEY HA9 0FS

- (2) [Covenantor] [a company registered in England and Wales (company number [0000]) whose registered office is at [Address] (the "COVENANTOR")

RECITALS

- (A) The Covenantor has on the date of this deed acquired the Property from the Seller.
- (B) The Covenantor has agreed to comply with the Seller's Obligations in the Original Agreement as if were the Owner named in that Original Agreement.
- (C) The Covenantor has agreed to enter into this Deed of Covenant to record that Agreement.

OPERATIVE PROVISIONS

1 INTERPRETATION

1.1 In this Deed the following words and expressions shall have the following meanings:

Owner	the party to the Original Agreement so named;
Original Agreement	the deed dated [] made between (1) the OPDC and (2) Network Homes Limited;
Property	[insert title details] which comprises [part of] the Site as defined in the Original Agreement;
Seller	[Network Homes Limited or relevant successor]; and
Seller's Obligations	all obligations and restrictions on the Owner and all covenants provided by the Owner in [paragraph 2 of Schedule 4] of the Original Agreement.

1.2 Words and expressions defined in the Original Agreement have the same meanings in this Deed unless an alternative meaning is given in this Deed when the alternative meaning will apply.

1.3 The parties to this Deed do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

2 OBLIGATIONS

The Covenantor covenants with the OPDC to comply with the Seller's Obligations as if the Seller's Obligations were set out in full in this Deed of Covenant and references to the Owner in the Seller's Obligations were references to the Covenantor.

3 EXECUTION

The Covenantor has executed this Deed of Covenant as a deed and it is delivered on the date set out above.

The **COMMON SEAL** of
OLD OAK AND PARK ROYAL DEVELOPMENT CORPORATION
was affixed in the presence of:

Authorised Signatory

EXECUTED as a **DEED** by
[Covenantor]
acting by a director and a secretary/two directors:

Director

Director/Secretary

ANNEX 2

Restriction on Title

"No disposition of the registered estate (other than a charge, or the grant of a leasehold interest in an individual Residential Unit or unit of Commercial Floorspace as defined in the Deed dated [●] between the Old Oak and Park Royal Development Corporation and Network Homes Limited by the proprietor of the registered estate is to be registered without a certificate signed by the Old Oak and Park Royal Development Corporation of City Hall, The Queen's Walk, More London Riverside, London SE1 2AA that the provisions of paragraph 2 of schedule 4 of the Deed dated [●] between the Old Oak and Park Royal Development Corporation and Network Homes Limited have been complied with or that they do not apply to the disposition"



DATED

20[]

NETWORK HOMES LIMITED

AND

THE MAYOR AND BURGESSES OF THE

LONDON BOROUGH OF BRENT

UNILATERAL UNDERTAKING

pursuant to section 16 of the Greater London Council
(General Powers) Act 1974 and all other powers enabling
relating to land known as Land at the east side of
Central Way, London

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THIS UNDERTAKING is given on 20[]

FROM:

NETWORK HOMES LIMITED a company registered in England and Wales (company number 7326) whose registered office is at Olympic Office Centre, 8 Fulton Road, Wembley HA9 0NU (the "Owner")

TO:

THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF BRENT of [] (the "Council")

RECITALS

- (A) The Council is the local authority for the area in the vicinity of the Site for the purposes of section 16 of the 1974 Act and is the local authority by whom the obligations contained in this Undertaking are enforceable.
- (B) By virtue of The Old Oak and Park Royal Development Corporation (Planning Functions) Order 2015, the Old Oak and Park Royal Development Corporation ("OPDC") is the local planning authority for the area in which the Site is located for the purposes of Part 3 of the 1990 Act.
- (C) The Owner is the registered owner of the freehold interest in the Site with title absolute under title number AGL473616 and NGL685411.
- (D) The Owner intends to undertake the Development pursuant to the Planning Permission.
- (E) The Owner submitted the Planning Application to the OPDC.
- (F) At a meeting of its Planning Advisory Panel on 14 July 2020, the OPDC resolved to grant the Planning Permission subject to the Owner entering into the S106 Agreement and securing obligations to restrict Occupiers of the Site from holding Parking Permits, without which the Planning Permission would not be granted.
- (G) The S106 Agreement has been entered into and the Planning Permission has been granted on [DATE]
- (H) This Undertaking is being given to satisfy the requirements of paragraph 3 of Schedule 4 of the S106 Agreement.

THE PARTIES AGREE as follows:

1 INTERPRETATION

- 1.1 In this Undertaking the following words and expressions and abbreviations have the following meanings, unless the context otherwise requires:

1974 Act

the Greater London Council (General Powers) Act 1974;

1990 Act	the Town and Country Planning Act 1990;
Blue Badge	a disabled parking badge issued pursuant to section 21 of the Chronically Sick and Disabled Persons Act 1970;
Commencement	the carrying out of a material operation (as defined in section 56(4) of the 1990 Act but disregarding for the purposes of this Undertaking the following operations: an operation or item of work of or connected with or ancillary to archaeological investigation or remediation works associated with decontamination, exploratory boreholes, site or soil investigations, demolition, site clearance, and/or site preparation, site reclamation and site remediation works, the erection of fences and hoardings, construction of temporary access and service roads and construction of temporary site offices and "Commenced" shall be construed accordingly;
Commencement Date	the date upon which the Development is Commenced;
CPZ	any controlled parking zone enforced by the Council from time to time from the date of the S106 Agreement;
Development	the development permitted by the Planning Permission or a Varied Planning Permission;
Occupation	the occupation of any part of the Development for its designated planning use but does not include occupation by the Owners or any contractor or other occupier for the purposes of construction, fitting out, decoration, marketing or display and "Occupier" shall be construed accordingly;
Planning Permission	planning permission allocated reference 20/0031/FUMOPDC granted on [] for redevelopment of the Site to provide 158 affordable residential units (Class C3) in buildings up to 15 storeys in height and flexible B1/D1/D2 use in the Old Refectory Building, with associated cycle parking, playspace, landscaping and public realm improvements;
Parking Permit	a permit issued or to be issued in the future by the Council to an Occupier of a Residential Unit to permit

	the parking of a motor vehicle on the highway within a CPZ;
Residential Unit	a unit of residential accommodation comprised within the Development;
S106 Agreement	the agreement dated <i>[insert date]</i> and made pursuant to section 106 of the 1990 Act in respect of the Planning Permission between (1) the OPDC and (2) the Owner;
Site	the land shown edged red on Plan 1 and which is registered at HM Land Registry under title number AGL473616 and NGL685411;
Working Day	any day of the week other than Saturday, Sunday or any bank holiday.

- 1.2 Where in this Undertaking reference is made to a clause, paragraph, schedule, recital, plan, annex or appendix such reference (unless the context otherwise requires) is a reference to a clause, paragraph, schedule, or recital in this Undertaking or to a plan, annex or appendix attached to this Undertaking.
- 1.3 Where in any schedule or part of a schedule reference is made to a paragraph such reference shall (unless the context otherwise requires) be to a paragraph of that schedule or (if relevant) part of a schedule.
- 1.4 References in this Undertaking to the Owner shall include reference to its successors in title and assigns and to persons claiming through or under the Owner in relation to all or any part of the Site save where the context otherwise requires.
- 1.5 References to the Council shall include reference to any successor body exercising any of the powers currently vested in the Council in relation to this Undertaking.
- 1.6 Words including the singular meaning where the context so admits include the plural meaning and vice versa.
- 1.7 Words of the masculine gender include the feminine and neuter genders and words denoting natural persons include companies and other corporate bodies and also firms and all such words shall be construed interchangeably in that manner.
- 1.8 Words denoting an obligation on a party to do an act matter or thing include an obligation to procure that it be done and words placing a party under a restriction (including for the avoidance of doubt any obligation preventing or restricting Commencement or Occupation) include an obligation not to cause, permit, suffer or allow infringement of the restriction.
- 1.9 Any reference to a statute or a provision thereof or a statutory instrument or a provision thereof shall include any modification, extension or re-enactment thereof for the time being in force (including for the avoidance of doubt any modification, extension or re-enactment made prior to

the date of this Undertaking) and shall include all instruments, orders, plans, regulations, permissions and directions for the time being made, issued or given thereunder or deriving validity therefrom.

- 1.10 The word "including" means including without limitation or prejudice to the generality of any description defining term or phrase preceding that word and the word "Include" and its derivatives shall be construed accordingly.
- 1.11 The clause and paragraph headings in the body of this Undertaking and in the schedules hereto do not form part of this Undertaking and shall not be taken into account in its construction or interpretation.
- 1.12 References to the Site include any part of it.

2 LEGAL EFFECT

- 2.1 This Undertaking is made pursuant to section 16 of the 1974 Act and will come into effect on the date hereof, save for clause 3 which shall come into force upon the Commencement Date.
- 2.2 The covenants undertakings restrictions and requirements imposed upon the Owner under this Undertaking create obligations pursuant to section 16 of the 1974 Act which are enforceable by the Council as local authority against the Owner and the Owner's successors in title and assigns and which bind each and every part of the Site.
- 2.3 Insofar as any provisions in this Undertaking are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity, illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Undertaking.
- 2.4 No waiver (whether express or implied) by the Council of any breach or default in performing or observing any of the covenants, undertakings, terms or conditions of this Undertaking shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the said covenants, undertakings, terms or conditions or from acting upon any subsequent breach or default.
- 2.5 The covenants, undertakings, restrictions and obligations herein shall be enforceable without any limit of time against the Owner and the Owner's successors in title and assigns or any person claiming title through or under the Owner to the Site or any part thereof as if that person had also been an original covenanting party in respect of the interest or estate for the time being held by that person.

3 THE OWNERS' COVENANTS

The Owner hereby covenants with the Council to observe and perform and cause to be observed and performed the obligations, undertakings, covenants and restrictions contained in schedule 2.

4 OWNERS' CAPACITY TO ENTER INTO THIS UNDERTAKING

The Owner hereby warrants that it has full power to enter into this Undertaking and that it has obtained all necessary consents from any mortgagee, chargee or any other person having a title or right in the Site.

5 FURTHER TERMS

5.1 The covenants and undertakings in this Undertaking shall be registered by the Council as local land charges for the purposes of the Local Land Charges Act 1975.

5.2 Nothing in this Undertaking shall prohibit or limit the right to develop any part of the Site in accordance with any planning permission (other than the Planning Permission) granted after the date of the Planning Permission.

6 NOTICE PROVISIONS

6.1 The Owner shall give the Council written notice of Commencement no later than ten Working Days after the Commencement Date.

6.2 The Owner shall give the Council written notice of any change in ownership of any freehold or leasehold interest in the Site no later than ten Working Days after such change in ownership and such notice shall give details of the transferee's or lessee's full name and registered office (if a company or usual address if not).

6.3 Any notice or other written communication to be served upon a party or given by one party to any other under the terms of this Undertaking shall be given in writing (which for this purpose shall not include email) and shall be deemed to have been validly served or given if delivered by hand or sent by first class post or sent by recorded delivery post to the party upon whom it is to be served or to whom it is to be given and shall conclusively be deemed to have been received on:

- (a) if delivered by hand, the next Working Day after the day of delivery; and
- (b) if sent by first class post or recorded delivery post, the day two Working Days after the date of posting.

6.4 The address for any notice or other written communication shall be within the United Kingdom only and shall be as specified below or such other address as shall be specified by the party upon whom the notice is to be served to the other parties by not less than five Working Days' notice:

- (a) in the case of the Council, to [];
- (b) in the case of the Owner to []

7 REVOCATION

This Undertaking shall cease to have effect (insofar as it has not already been complied with and save for any obligations which are already outstanding) if the Planning Permission shall be quashed, modified (without the consent of the Owners) or revoked or if the Planning Permission shall expire prior to Commencement of the Development.

8 LIABILITY UNDER THIS UNDERTAKING

8.1 No person shall be liable for any breach of the covenants restrictions or obligations contained in this Undertaking:

- (a) to the extent that such breach relates to any part of the Site in which that person has no interest and/or
- (b) which occurs after he has parted with his entire interest in the Site (or his interest in that part of the Site on which the breach occurs) save for any prior breach for which he shall continue to be liable.

9 DISPUTE RESOLUTION

9.1 Where the Owner and the Council (referred to hereafter in this clause as the "parties") are in dispute or disagreement or have any differences relating to any matter the subject of or connected with this Undertaking or its meaning or construction (a "Dispute") then (without prejudice to any provision in this Undertaking which specifies a particular timescale for the resolution or determination of any matter) the parties shall use their reasonable endeavours to resolve the same within 20 Working Days of the Dispute arising.

9.2 Failing the resolution of any such Dispute within the said 20 Working Days or within such other period as may be specified in this Undertaking in relation to the resolution or determination of the matter in question, the Dispute shall be referred for determination in accordance with the provisions of this clause 9 on the reference of any of the parties to the Dispute.

9.3 The Dispute shall be referred to the decision of an independent expert (the "Expert") who shall be an independent person of at least ten years' standing in the area of expertise relevant to the Dispute and in the event that the parties are unable to agree whom should be appointed within a period of ten Working Days following a failure of the parties to resolve the Dispute within the period set out in clause 9.1, then any party may request:

- (a) if such Dispute shall relate to matters concerning the construction, interpretation and/or application of this Undertaking, the Chairman of the Bar Council to nominate the Expert;
- (b) if such Dispute shall relate to matters requiring a specialist chartered surveyor, the President of the Royal Institution of Chartered Surveyors to nominate the Expert; and
- (c) in all other cases, the President of the Law Society to nominate the Expert.

9.4 If the Dispute shall relate to matters falling within two or more of clauses 9.3(a) to 9.3(c) (inclusive), the parties may agree to appoint joint Experts and in the event that the parties are

unable to agree whom should be appointed as joint Experts, the parties may request the President of the Law Society to nominate such persons falling within the descriptions of clauses 9.3(a) to 9.3(c) (inclusive) to act as joint Experts.

- 9.5 The Expert shall act as an expert and not as an arbitrator and the determination of the Expert (including any determination as to the responsibility for payment of his own costs and those of the parties) shall be final and binding upon the parties.
- 9.6 The Expert shall be appointed (through an agreed request statement setting out exactly the questions that he is to determine, submitted jointly by the parties to the Dispute) subject to an express requirement that he reaches his decision and communicates it to the parties to the Dispute within the minimum practical timescale allowing for the nature and complexity of the Dispute and in any event no later than 30 Working Days from the date of his appointment to act and that he is to have particular regard to the 1990 Act in reaching his decision.
- 9.7 The terms of reference of any Expert appointed to determine a Dispute shall include the following:
- (a) the Expert shall call for representations from all parties with ten Working Days of a reference to the Expert under this Undertaking and shall require the parties to exchange representations within this period;
 - (b) the Expert shall allow the parties ten Working Days from the expiry of the ten Working Days period referred to in clause 9.7(a) to make counter-representations;
 - (c) any representations or counter-representations received out of time shall be disregarded by the Expert;
 - (d) the Expert shall provide the parties with a written decision (including his reasons) within ten Working Days of the last date for receipt of counter-representations;
 - (e) the Expert shall be entitled to call for such independent expert advice as the Expert shall think fit; and
 - (f) the Expert's costs and the costs of any independent expert advice called for by the Expert shall be included in the Expert's award.
- 9.8 Unless the Expert shall decide otherwise the costs of any reference to the Expert shall be borne equally by the parties to the Dispute.

10 GOVERNING LAW

This Undertaking and any dispute, controversy, proceedings or claims of whatever nature arising out of or in any way relating to this Undertaking or its formation (including any non-contractual disputes or claims) shall be governed and construed in accordance with English law.

11 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

It is hereby declared that none of the terms of this Undertaking shall be construed as being enforceable by any third party (other than the Council) pursuant to the Contracts (Rights of Third Parties) Act 1999.

IN WITNESS whereof this undertaking has been executed as a deed on the date first above written.

SCHEDULE 1

Site Plan

SCHEDULE 2

Owners' Covenants - Permit Free

The Owners covenant with the Council:

- 1 Not to apply for a Parking Permit or knowingly suffer or permit any Occupier of a Residential Unit (other than a Blue Badge holder) to apply for a Parking Permit for any CPZ in the Council's area and if such a Parking Permit is issued the Owner covenants on becoming aware of such issue to notify the Council in writing immediately thereafter.
- 2 That all material utilised for advertising or marketing each and every individual Residential Unit with the Development for letting or sale will make it clear to prospective tenants and Occupiers that no Parking Permit (other than for a Blue Badge holder) will be issued by the Council for any Residential Unit.
- 3 That in respect of every freehold transfer or lease granted, assigned, transferred or otherwise provided in respect of the Residential Units, the following covenants will be imposed (or a covenant of substantially the same nature) in respect of any transfer, tenancy agreement, licence or other instrument entitling Occupation of the Residential Unit:

"The [transferee/lessee] for their self and their successors in title being the owner or owners for the time being [of the terms of years hereby granted] hereby covenant with the [transferor/lessor] and separately with the Mayor and Burgesses of the London Borough of Brent ("the Council") that they shall not apply for nor knowingly permit an application to be made by any person residing in the premises to the Council for any resident's parking permit (save for a disabled person's "blue badge" issued pursuant to section 21 of the Chronically Sick and Disabled Persons Act 1970) in respect of such premises (such parking permit entitling the resident to park within any controlled parking zone that was or becomes in force on, before or after [insert date of S106 Agreement] (being the date of an agreement made pursuant to section 106 of the Town and Country Planning Act 1990 between (1) the Old Oak and Park Royal Development Corporation (the "OPDC") and (2) Network Homes Limited, in respect of a planning permission granted by the OPDC under reference 20/0031/FUMOPDC)) and if such a permit is issued then it shall be surrendered within seven days of written request to do so from the Council and this covenant shall also be enforceable by the Council under section 1 of the Contracts (Rights of Third Parties) Act 1999".

- 4 Upon receiving written request from the Council, to provide the Council with such evidence as the Council may reasonably require to demonstrate compliance with this schedule.

EXECUTED as a DEED by

NETWORK HOMES LIMITED

acting by

Signature

In the presence of:

Witness signature

Witness name

Address

Occupation



SCHEDULE 5

Energy and Sustainability

1 CARBON OFF-SET CONTRIBUTION

- 1.1 Prior to Occupation of the Development, the Owner will submit to the OPDC details of the suitably qualified consultants who will undertake the CO² Audit and details of the terms on which the appointment will be made including the deadline for the completion of the CO² Audit.
- 1.2 Within 20 Working Days of first Occupation of the Development the Owner shall commission the CO² Audit and give written notification of such fact to the OPDC.
- 1.3 Within 20 Working Days of providing the notification under paragraph 1.2 of this schedule the CO² Audit shall be submitted to the OPDC for approval, such approval not to be unreasonably withheld or delayed.
- 1.4 The OPDC will notify the Owner of whether or not it approves the CO² Audit within 20 Working Days of receipt of the CO² Audit. Where the CO² Audit is not approved then the Owner and the OPDC shall use all reasonable endeavours to agree the matter failing which either party will have the ability to refer to the Expert in accordance with the provisions of clause 19 of this Deed.
- 1.5 The OPDC will determine the Carbon Offset Contribution for the Development on the basis of the approved or determined CO² Audit within ten Working Days of such approval or determination.
- 1.6 The Owner will pay the Carbon Offset Contribution within 20 Working Days of its approval or determination.

2 DENCENTRALISED ENERGY

- 2.1 The Owner covenants with the OPDC that the Development is designed and constructed so that it is capable of being connected to or not prejudice the future connection to a District Heating Network and will be provided with appropriate connection points at which the Development may be connected to a District Heating Network in locations to be approved in writing by the OPDC within three months prior to practical completion of the Development through the submission by the Owner of a District Heating Network Statement such provision shall include:
 - (a) The installation of sufficiently sized external buried pipework in positions agreed with the OPDC to enable connection to a District Heating Network;
 - (b) The installation of pipework in the fabric of buildings;
 - (c) The provision of 'tees' and isolation valves in the low temperature in hot water headers to facilitate the connection of an interfacing heat exchanger at a later date if connection to a District Heating Network is not immediately technically feasible or economically viable when first provided prior to first Occupation of the Development;

- (d) Provision of secondary side pipework designed and installed to avoid, as far as possible, those heat losses that give rise to building overheating.

2.2 In the event that a District Heating Network becomes available in the vicinity, OPDC will notify the Owner in writing of this. The Owner covenants with the OPDC that it will use reasonable endeavours to connect the Development to a District Heating Network if one becomes available. The owner shall inform the OPDC in writing of the connection date and for the avoidance of doubt the OPDC shall not be responsible for any costs or fees associated with the negotiation and/or connection with the District Heating Network.

SCHEDULE 6

Training and Skills

1 LOCAL EMPLOYMENT

- 1.1 The Owner shall use reasonable endeavours to, and shall require that its contractors (in respect of construction vacancies and jobs) use reasonable endeavours to:
- (a) Ensure the recruitment of Local Residents account for at least fifteen per cent (15%) of the construction jobs arising from the Development during the Construction Period;
 - (b) Ensure that during the Construction Period no less than 5 construction apprenticeships are available at the Development where each apprenticeship shall be for a period of not less than 26 weeks and at a salary not less than London Living Wage; and
 - (c) Provide opportunities for local businesses to bid/tender for sub-contracting opportunities and the supply of goods and service during the Construction Period.
- 1.2 Prior to first Occupation of any part of the Development, and thereafter on first Occupation of each Building:
- (a) To verify to the OPDC the amount of Local Residents employed in construction of the Development;
 - (b) To provide proof of construction apprentices and salary paid;
 - (c) To provide a list of opportunities which have been tendered to local businesses and details of the local businesses sub-contracted or who have provided goods and services during the Construction Period.

SCHEDULE 7

Open Space

1 OPEN SPACE

1.1 The Owner covenants with the OPDC:

- (a) Prior to Occupation of any part of the Development the Owner shall submit a Green Infrastructure and Open Space Strategy and Management Plan to the OPDC for its approval in writing.
- (b) Not to Occupy any part of the Development until the Green Infrastructure and Open Space Strategy and Management Plan has been approved by the OPDC.
- (c) In the event that the Owner is made aware that:
 - (i) the Open Space is being misused by the public; or
 - (ii) the Open Space is not being used for its intended purpose; or
 - (iii) the maintenance and management costs for the Open Space are being increased as a result of activities by the public pursuant to paragraph 1.1 (c)(i) and (ii) above

the Owner shall be permitted to submit a revised Green Infrastructure and Open Space Management Strategy to the Council for approval

1.2 The Owner covenants with the OPDC:

- (a) that it shall lay out the Open Space in accordance with the relevant Approved Drawings to the satisfaction of the OPDC prior to the Occupation of 75% of the Residential Units;
- (b) Not to Occupy more than 75% of the Residential Units until the Open Space has been laid out in accordance with relevant Approved Drawings;
- (c) it shall ensure the Open Space is managed and maintained in accordance with the Green Infrastructure and Open Space Strategy and Management Plan and remains available for public use at least during daylight hours all-year round and otherwise in accordance with any direction given by the OPDC in accordance with paragraph 1.2(d);
- (d) subject to paragraph 1.1(c) above the Owner acknowledges that the hours during which the Open Space is to be open to the public is to be kept under review and as other development comes forward within the vicinity of the Site the OPDC shall, following consultation with the Owner, be at liberty to request additional hours of opening for the Open Space beyond daylight hours.

SCHEDULE 8

Old Refectory Building

1 OLD REFECTORY BUILDING

1.1 The Owner covenants with the OPDC as follows:

- (a) Prior to the laying of the first floor slab of any building comprised in the Development comprising Residential Units to submit the Old Refectory Building Use Plan to the OPDC for approval and not to Occupy the Development unless the Old Refectory Building Use Plan has been approved by the OPDC.
- (b) To submit to the OPDC the Old Refectory Building Management Plan in accordance with the programme in the Old Refectory Building Use Plan for the OPDC's approval.
- (c) To fit out the Old Refectory Building and bring the building back into use only in accordance with the Old Refectory Building Use Plan and the Old Refectory Building Management Plan unless otherwise agreed by the OPDC.

2 OLD REFECTORY BUILDING AFFORDABLE WORKSPACE DELIVERY AND MARKETING TO AN AFFORDABLE WORKSPACE PROVIDER

2.1 To the extent that the Old Refectory Building includes Affordable Workspace Floorspace the Owner covenants with OPDC as follows:

- (a) Subject to paragraph 2.2 to only use the Business Floorspace allocated as Affordable Workspace in accordance with the obligations in this paragraph 2 and paragraphs 3, 4 and 5 of this Schedule 8.
- (b) To provide the Affordable Workspace within the Old Refectory Building in accordance with the Affordable Workspace Specification and to the reasonable satisfaction of the OPDC.
- (c) Not to Occupy the Development until the Affordable Workspace have been Completed in accordance with the Affordable Workspace Specification and to the reasonable satisfaction of the OPDC.
- (d) To allow the OPDC access to the Affordable Workspace for the purpose of inspection and ascertaining compliance with the requirements of this Schedule 8.
- (e) To market the Affordable Workspace to Affordable Workspace Providers and Eligible Affordable Workspace Tenants in accordance with the Affordable Workspace Marketing and Letting Strategy approved by OPDC following Practical Completion and on any Affordable Workspace Lease terminating or expiring.
- (f) To compile a list of those who have registered their interest in the Affordable Workspace and to provide the OPDC with a copy of this information if requested (subject to compliance with data protection legislation).

2.2 If the Affordable Workspace has not been let to an Affordable Workspace Provider within a period of twelve (12) months from the commencement of the marketing period pursuant to the Affordable Workspace Marketing and Letting Strategy (either following Practical Completion or on any Affordable Workspace terminating or expiring the Owner covenants to give notice to OPDC and the following shall apply:

- (a) If OPDC is not satisfied that the Affordable Workspace Marketing and Letting Strategy has been complied with the OPDC may direct the Owner within one month of receipt of the Notice to undertake further marketing for a period commensurate with the period of non-compliance;
- (b) If OPDC is satisfied that Affordable Workspace Marketing and Letting Strategy has been complied with then the Owner shall serve notice on the OPDC and the Boroughs offering to the OPDC and the Boroughs the option to operate the Affordable Workspace pursuant to an Affordable Workspace Lease;
- (c) If the OPDC or one of the Boroughs express an interest in writing to operate the Affordable Workspace pursuant to an Affordable Workspace Lease within one month of receipt of the notice served pursuant to paragraph 2.2 (b) above the Owner shall use reasonable endeavours to complete an Affordable Workspace Lease within 3 months of the expression of interest;
- (d) if an expression of interest from OPDC or one of the Boroughs has not been received within one month of receipt of the notice served pursuant to paragraph 2.2(b) above or the Affordable Workspace Lease has not been completed within the period referred to in paragraph 2.2(c) above the obligations relating to the Affordable Workspace shall fall away and shall not be binding and it shall no longer be required be provided as Affordable Workspace and the obligations in paragraph 3 and paragraph 4 of this Schedule shall cease to apply.

3 AFFORDABLE WORKSPACE PROVISION AND MANAGEMENT

3.1 Subject to paragraph 2.2, to the extent that the Old Refectory Building includes Affordable Workspace the Owner covenants with OPDC as follows:

- (a) To retain the Affordable Workspace within the Old Refectory Building as Affordable Workspace.
- (b) To implement and comply with the Affordable Workspace Management Plan and the Affordable Workspace Marketing and Letting Strategy provisions for as long as the Development is Occupied.

4 LOCAL OPEN MARKET RENT

4.1 To the extent that the Old Refectory Building includes Affordable Workspace the Owner covenants with OPDC as follows:

- (a) The Local Open Market Rent of the Affordable Workspace shall be determined as follows:
 - (i) the Owner and the OPDC will agree on a named Valuer to provide a full written assessment (at the Owner's cost) of the Local Open Market Rent of the relevant Affordable Workspace Area (as at the anticipated date that such unit will be available for first Occupation) and the conclusions in the assessment will be clearly supported by comparable evidence; and
 - (ii) the assessment produced by the Valuer shall be submitted to the Owner and the OPDC for consideration and further comment, such comments to be provided within ten Working Days of receipt of the assessment produced by the Valuer.
 - (iii) The Valuer will thereafter issue his or her final assessment having considered any further comments made and the figure in the final assessment shall be deemed to be the Local Open Market Rent unless the Owner or the OPDC refer the matter to a Expert within ten Working Days of receipt of the valuer's final assessment pursuant to clause 19.
- (b) The rent payable in respect of the Affordable Workspace shall not be more than the Affordable Workspace Rent on the first letting or any letting thereafter subject to the Affordable Workspace Rent being permitted to increase on any subsequent letting:
 - (i) by an amount representing the increase in Consumer Price Index from the date of the first letting to any and each subsequent letting; or
 - (ii) where the subsequent letting follows a redetermination of the Local Open Market Rent. Such redetermination shall be in accordance with paragraph 4.1(a) at the Owner's cost and the period between each determination or redetermination shall not be less than 5 years unless otherwise agreed by the OPDC.

5 COMMUNITY USE

5.1 To the extent that the Old Refectory Building is to include Community Floorspace the Owner covenants with OPDC as follows:

- (a) To only use the floorspace allocated as Community Floorspace for a use which is within a Community Use Class.
- (b) To provide the Community Floorspace within the Old Refectory Building in accordance with the Community Floorspace Specification and to the reasonable satisfaction of the OPDC.

(c) Not to Occupy the Development until the Community Floorspace has been Completed in accordance with the Community Floorspace Specification and to the reasonable satisfaction of the OPDC.

(d) To allow the OPDC access to the Community Floorspace for the purpose of inspection and ascertaining compliance with the requirements of this Schedule 8.

5.2 Only to Occupy and manage the Community Floorspace in accordance with the Community Use Strategy and Management Plan included in the Old Refectory Building Management Plan.

SCHEDULE 9

Air Quality

1 AIR QUALITY MONITORING ASSESSMENTS

- 1.1 The Owner covenants with the OPDC that prior to the Commencement of the Development it shall:
- (a) agree the scope and the method of undertaking the Air Quality Monitoring Assessments and the mitigation measures that could be implemented to ensure the Occupiers of the Development are not adversely impacted by poor air quality; and
 - (b) undertake the first Air Quality Monitoring Assessment in accordance with the agreed scope and methodology and to submit the results to the OPDC for approval.
- 1.2 To undertake an Air Quality Monitoring Assessment in accordance with the scope and methodology approved by the OPDC pursuant to paragraph 1.1(a) above on each anniversary of the first Air Quality Monitoring Assessment with the final assessment being undertaken on the anniversary date which occurs after the date being 5 years from the date that the last Dwelling permitted by the Planning Permission is Occupied;
- 1.3 If the results of any Air Quality Monitoring Assessment show that mitigation is required to ensure that Occupiers of the Development are not adversely impacted by poor air quality the Owner shall agree the mitigation measures to be implemented with OPDC and undertake all mitigation required within a timeframe agreed between the Owner and the OPDC.

SCHEDULE 10

Design Monitoring

1 DESIGN TEAM STATEMENT

- 1.1 The Owner shall not submit any of the following applications unless accompanied by a statement prepared by the Owner specifying the design team involved in the preparation of those details (the "Design Team Statement"):

- (a) An application pursuant to conditions 8, 9 10, and 11 of the Planning Permission or applications pursuant to the same or similar conditions on a Varied Planning Permission;
- (b) An application for a S96A Amendment.

2 DESIGN MONITORING COSTS

- 2.1 If at any point the Architect is no longer retained to either prepare or agree the details required in relation to the applications set out at paragraph 1.1 above in order to ensure the design quality of the Development the Owner shall forthwith:

- (a) Notify the OPDC of such non-retention; and
- (b) Subject to receipt from the OPDC of an invoice setting out a full breakdown of the relevant monitoring work, pay to the OPDC within ten working days of demand the Design Monitoring Costs and it is agreed that:
 - (i) Such costs (or part thereof) may relate either to staff employed directly by the OPDC or third party consultants retained by the OPDC; and
 - (ii) The OPDC may make more than one demand for payment of Design Monitoring Costs;

PROVIDED THAT the total amount payable to the OPDC in Design Monitoring Costs shall not exceed £50,000 (Index Linked)

- 2.2 The Owner shall not Occupy the Development or any part thereof if the OPDC's Design Monitoring Costs have not been paid in accordance with paragraph 2.1 of this schedule.

SCHEDULE 11

S106 Monitoring

1 S106 MONITORING CONTRIBUTION

1.1 The Owner covenants with the OPDC:

- (a) to pay the S106 Monitoring Contribution to the OPDC prior to the Commencement of Development; and
- (b) not to Commence Development until it has paid the S106 Monitoring Contribution to the OPDC.

**ANNEXURE
BOROUGH'S' NOMINATION AGREEMENTS**

**LONDON BOROUGH OF EALING
NOMINATION AGREEMENT**

THIS DEED OF NOMINATION RIGHTS is made the day of 2021

BETWEEN

- (1) **NETWORK HOMES LIMITED** (a community benefit society with registered number 7326) whose registered office is at The Hive 22 Wembley Park Boulevard Wembley HA9 0HP ("RP")
- (2) **THE COUNCIL OF THE LONDON BOROUGH OF EALING** of Town Hall New Broadway London W5 2BY ("the Council")

NOW THIS DEED WITNESSETH as follows:-

1. Aim and Objectives

- 1.1 This agreement sets out the policies and agreed procedures for the nomination by the Council the nominations to be granted by the Registered Provider for the dwellings at Land on the North Side of Acton Lane London which is registered at HM Land Registry under title number NGL889701 which at the date of this agreement comprises, 2 UNITS as detailed in clause 1.20 of this agreement.
- 1.2 The aims of this agreement are:
- a) The Council is committed to providing choice for tenants looking for accommodation;
- in the West London area and wish to encourage their partner Registered Providers to participate in choice-based lettings and expect that properties subject to this Nomination Agreement will be let through the LOCATA, choice based letting scheme.;

- b) As part of our partnership working arrangement, the Council's aim is to prevent rental loss or high void turnaround time. The Council is therefore flexible in its operations with Registered Providers and will ensure that quick decisions are made on individual properties accordingly to ensure that there are no adverse impacts on the Registered Providers void turnaround times;
- c) To improve the service and information to potential nominees and to enable applicants to participate in choice based lettings;

1. In this Deed the following words shall have the following meanings:-

"Affordable Housing Units" means the Rent Units at the Property;

"Allocations Policy" means the Allocations Policy set out in the Schedule hereto;

"Chargee" means a mortgagee or chargee of the whole or any part of the Rent Units (or a receiver including an administrative receiver) appointed by a mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator (each a Receiver) or any persons or bodies deriving title through such mortgagee or chargee or Receiver.

"Council's Allocation Scheme" means the Council's allocations scheme under Part V1 of the Housing Act 1996, amended 2013, and as may be further amended from time to time;

"Exempt Disposal" means any of the following:

- a) a disposal to a person (to include a natural person, corporate or unincorporated body (whether or not having separate legal personality)) exempt from this agreement by virtue of clause 7.1; or

- b) a disposal to a local or other public authority pursuant to a requirement in an agreement or unilateral undertaking under section 106 of the Town and Country Planning Act 1990; or
- c) a disposal to a highways authority to comply with highways requirements or in connection with the adoption or dedication of public highway; or
- d) a disposal to a utilities company for an electricity substation, gas governor, sewage or water pumping station, drainage balancing device or other similar matters for the provision of services;
- e) a mortgage or charge or loan taken out by the RP and secured against the Land or the Rent Units.

"First Let" means the first occupation of the newly constructed and previously unoccupied Rent Unit;

"GLA" means the Greater London Authority which acts as a strategic city-wide government for London and includes any successor body;

"HCA" means the Homes and Communities Agency or any successor in function as regulator of affordable housing in England and/or London;

"Homes England" means the national housing and regeneration agency in England or any successor body performing the same functions

"LOCATA" means a web based application where social housing is advertised for potential tenants to apply;

"London Affordable Rent Housing " means rented housing provided by a Registered Provider that is required to be offered to eligible households on an assured tenancy at rents set using the benchmark London affordable rents published annually by the GLA and the HCA.

"London Affordable Rent Housing Units" means the Rent units to be made available for London Affordable Rent Housing in accordance with the Section 106 Agreement;

"Nomination Debt" will arise when any Rent Unit to which the Council has a nomination right pursuant to this Deed is not let to a Nominee in the circumstances set out in clause 2.7 in which case RP will notify the Council in writing that a Nomination Debt has arisen;

"Nomination Notice" means a written notice of nominees given by the Council to RP in the form as may be agreed between RP and the Council from time to time acting reasonably;

"Nomination Period" means a period of 60 years from and including the date of the first letting of the last Rent Unit;

"Nominee" means a short listed bidder (who for the avoidance of doubt shall be over the age of 18, unless they are under 18 and also have a guarantor for the rent and a Council provided funded or approved support package) to whom RP makes an offer of a Tenancy Agreement under clause 2.5 of this Deed or the person named in a Nomination Notice pursuant to clauses 2.6.1 of this Deed;

"Property" means the property known as Land on the North Side of Acton Lane London

"Registered Provider" means a private provider of social housing which is designated as a non-profit organisation under subsections 115(1)(a) or Section 278(2) of the Housing and Regeneration Act 2008 (or any statutory re-enactment or modification for the time being in force);

"**Rent Units**" means 2 residential dwellings(the Council's entitlement to these is calculated in accordance with OPDC Nominations Policy) as described below which are located at the Property and are subject to the terms of this deed, namely:

Beds	House	Apartment	No of Units
1 bed			
2 bed			
3 bed			
4 bed			

Relets " means any letting of a Rent Unit other than the First Let that may take place on the occurrence of a Void within the Nomination Period;

"**Tenancy Agreement**" means probationary, assured shorthold or an assured tenancy agreement and for the avoidance of doubt that assured shorthold tenancy agreement (save for probationary) shall be for a minimum of an initial 5 year fixed term (following any probationary period) then where applicable a subsequent 5 year fixed term and in a form prepared by RP and containing terms which accord with the guidance on housing management issued by Homes England from time to time or such other form of agreement that may be required by Homes England from time to time. For the avoidance of doubt the existing tenants would be granted assured tenancy agreements;

"**Void**" shall mean where a Rent Unit become vacant as a result of:

The tenant having moved to other accommodation provided by a landlord other than RP; or

The tenant having died and there being no right of succession to the tenancy whether under the terms of the Tenancy Agreement or under statute; or

The tenant having purchased a property in the private sector; or

The tenant having been evicted or having abandoned the Rent Unit; or

A disposal of a Rent Unit to the tenant pursuant to Part I of the Housing Act 1996 (or any statutory re-enactment or modification for the time being in force); and shall not be limited to the above.

"Working Day" means any day Monday to Friday between 9am-5pm but excluding UK Public Statutory holidays and the Council special holidays between 27 and 31 December.

2. Nomination Procedure

2.1 The Council is entitled to nominate 100% of the First Lets and 75 % of the Relets during the Nomination Period.

2.2 If RP is not registered the Council will register the RP onto the scheme with LOCATA.

2.3 RP must prepare the advert for advertising a Rent Unit as available to let and, before placing the advert, provide it to the Council for approval such approval not to be unreasonably withheld or delayed provided that if such approval is not given by the close of business on any Working Day before the LOCATA advertisement deadline the advert will be deemed to be approved by the Council and RP may place the advert. RP shall use reasonable endeavours to prepare the advert well before the LOCATA advertisement deadline. RP should also provide in the advert

information regarding any unique selling points in order to make the First Let/ Void advert as informative as possible for bidders such as proximity to shops, transport, schools, large rooms, and whether new build. Provided the information in the advert placed by RP is accurate, a Void or First Let Rent Unit will need to be advertised only once.

2.4 Four weeks prior to the anticipated date of practical completion of a First Let Rent Unit RP will place the advert in the next LOCATA edition. Properties are advertised daily via the LOCATA website.

2.5 Shortlists are normally available six days after the advert appears. RP will access the shortlist direct and take details of the bidders and arrange single or multiple viewings. Subject to verification by the Council (to be sent by email to [locatahelp@ealing.gov.uk] within 3 Working Days, RP shall make an offer(s) of a Tenancy Agreement provided none of the Reasons for Rejection apply.

2.6 If there are no bidders or a Nominee(s) refuse(s) the offer of a tenancy or if any of the Reasons for Rejection apply to all the Nominees, RP will:

2.6.1 if after three cycles of shortlisting failed to produce successful nominees or the shortlist has been exhausted, RP shall contact the Council within 2 Working Days to request direct Nominees which will be provided by the Council through a Nomination Notice, within 1 Working Day of the request, and

2.6.2 If all or any of the direct nominations have not been successful RP should contact the Council to request that the unit be withdrawn and let to one of its own applicants. If agreed the unit shall not be deemed to have been let to a Nominee for the purposes of clause 2.1.

2.7 If RP rejects the direct Nominee(s) for reasons other than the Reasons for Rejection, RP may take back the unit and in such case a Nomination Debt will arise.

2.8 Where the Council is enforcing an offer, the Void or First Let will not have to be held for longer than 5 Working Days after RP has notified the Council of a refusal or rejection.

2.9 RP must update the LOCATA website with details and inform the Council's designated Allocations Officer by e-mail of proposed tenancy commencement dates not later than 3 Working Days from the date of signing of the Tenancy Agreements.

3 Rejections by RP

3.1 RP will notify the Council within 1 Working Day of the reason for rejecting any Nominee

3.2 The following circumstances will be acceptable reasons for the rejection of a Nominee by RP ("Reasons for Rejection"):

3.2.1 the Unit is not suitable for the Nominee or a member of their household on grounds of age disability or ill health;

3.2.2 there has been a change of circumstances previously unknown to the Council that makes the Unit unsuitable;

3.2.3 the Nominee has a history of anti-social behaviour and/or convictions, spent or unspent;

3.2.4 the Nominee has been evicted previously by RP;

;

3.2.6 the letting would be in contravention of any of RP's rules, policies or procedures

4 Relets

4.1 RP shall ensure that with effect from the date the last First Let Rent Unit is let, 100 % of Voids in each twelve-month period commencing on 1st April shall be let to Nominees.

4.2 RP shall monitor the number of Voids for the Rent Units during each such twelve month period in order to ensure that it complies with its obligations under Clause 4.1.

5 Obligations of RP

5.1 RP shall update the LOCATA website and supply to the Council in writing:-

- 5.1.1 Full details of any offer of a Tenancy Agreement made by RP to a Nominee within 5 Working Days of such offer being made; and
- 5.1.2 If RP makes no offer of a Tenancy Agreement to any Nominee under Clause 2.5, 2.6 or 2.7 full details of the reason for not making any offer within 5 Working Days of receipt of the Nomination Notice; and
- 5.1.3 Full details of whether and when any such offer has been accepted or rejected by a Nominee within 5 Working Days of acceptance or rejection by a Nominee and if the offer is rejected the reason given by the Nominee for rejection.

5.2 It is hereby agreed that RP shall not reject a Nominee without prior consultation with the Council provided that following such consultation RP shall be entitled to reject a Nominee if RP considers in its discretion (acting reasonably) that a Nominee is too vulnerable to be capable of living independently or the Nominee has a history of antisocial behaviour, convictions spent and/or unspent or the letting would be contrary to RP's allocations policy from time to time.

6 The Council's Obligations

- 6.1 The Council agrees with RP (so far as the Council is able having regard to its statutory duties from time to time) that unless RP shall have agreed in writing to the contrary the Council shall not offer any tenancy to a Nominee or arrange for any other prospective landlord to offer any tenancy to a Nominee until such time as the Nominee has rejected RP's offer of a Tenancy Agreement.
- 6.2 Subject to compliance with the Council's policy under data protection laws, the Council shall use reasonable endeavours to provide details of the ethnic origin and other relevant details of Nominees to enable RP effectively to monitor whether or not it is having an appropriate percentage of such households in accordance with its equal opportunities policy and the Council shall register applicants on its Housing Register in accordance with its allocation policies as agreed with social landlords as required under the Housing Act 1996 (or any statutory re-enactment or modification for the time being in force).
- 6.3 The Council shall before making a nomination assess the suitability of the Nominees for the respective Rent Units in accordance with the Allocation's Policy.
- 6.4 To use reasonable endeavours to minimise the period during which any Rent Unit which must be offered to a Nominee is vacant.
- 6.5 In so far as the Council is able, the Council will provide to RP when making any nomination, in accordance with the data protection laws, all relevant information regarding Nominees, including but not limited to information on a Nominee's vulnerability, support needs, medical issues and recommendations, antisocial behaviour record, convictions spent and/or

unspent and any additional information reasonably requested by RP or required by law.

7 RP's Covenants

RP Covenants with the Council:

7.1 Use

- 7.1.1 To provide to the Council nominations of 100% of the First Lets and 100% of all Relets in accordance with clause 2 as applicable;
- 7.1.2 Not to use permit or suffer the use of any Rent Unit save as rented housing in accordance with the obligation of RP under this Deed;
- 7.1.3 To observe and perform the obligations of the landlord under or by virtue of any Tenancy Agreement granted to a Nominee;
- 7.1.4 To use reasonable endeavours to minimise the period during which any Rent Unit which must be offered to a Nominee is vacant;
- 7.1.5 Every letting to a Nominee (except with the Council's consent) shall be in the form of a Tenancy Agreement;
- 7.1.6 To monitor the number of Voids during the term to ensure that it complies with its obligations under the Deed.

7.2 Health and Safety

To carry out health and safety audits and risk assessments as required and comply with all aspects of Health and Safety Acts and Regulations.

7.3 Disposal

RP covenants with the Council that it shall not during the Nomination Period transfer, assign or lease the Rent Units (or any part thereof) save on a Tenancy Agreement(s) to Nominees or by way of an Exempt Disposal and it shall not assign, transfer or lease the whole of the Property (save by way of an Exempt Disposal) to any person or body other than to another Registered Provider with the consent of the GLA (and/or as appropriate the Regulator of Social Housing) and provided that on each occasion that any such Registered Provider ("New RP") makes an unconditional offer to the Council to enter into a nomination agreement in the same form and substance as this Deed (mutatis mutandis) (as varied by clause 7.3 if appropriate) then upon delivery to the Council of such substitute nomination agreement duly executed by such New RP and upon RP confirming to the Council that such transfer assignment or lease to such New RP has taken place this Deed shall terminate and for the avoidance of doubt if the New RP fails to enter into a such substitute nomination agreement with the Council as required the assignment shall not take place.

8 Miscellaneous

8.1 This Deed shall not be binding upon:

- 8.1.1 a Chargee; and**
- 8.1.2 any person occupying a Rent Unit (or part thereof) by virtue of a Tenancy Agreement; and**
- 8.1.3 person or persons who shall at any time acquire any legal interest in a Rent Unit (or part thereof) pursuant to any statutory right of acquisition**

or voluntary purchase scheme from time to time in force and their successors in title and mortgagees or persons deriving title directly or indirectly from through or under any of them.

- 8.2 Council and RP agree that the provisions contained in this Deed may be varied from time to time by agreement in writing by the Council and RP.
- 8.3 Where the Council has a Nomination Debt and if the Council so requests a nomination in such circumstances RP shall use reasonable endeavours to provide alternative nomination rights to a residential unit which is reasonably comparable to the Rent Unit within the Property or in any other of RP's housing stock situate within the Borough of Ealing.
- 8.4 If RP is unable upon the occurrence of a Void on a Relet provide nomination rights in accordance with this Deed as a result of the relevant Rent Unit within the Property having been disposed of by RP as may be required by law RP shall within one year of the occurrence of the Void on a Relet use reasonable endeavours to provide alternative nomination rights to a residential unit which is reasonably comparable to the relevant Rent Unit within the Property or in any other of the RP's housing stock situate within the Borough of Ealing or shall provide nomination rights to any units that RP has developed utilising the receipts ("a reprovided unit") by RP on the disposal of the relevant Rent Unit as required by law.
- 8.5 This Deed shall expire and cease to have effect on the expiry of the Nomination Period.

- 8.6 It is agreed and acknowledged between the parties that RP shall not request a rent deposit from any Nominee.
- 8.7 Any notice required to be served hereunder shall be sufficiently served on the parties if sent by pre-paid first class post in the case of the RP to its registered office from time to time (or such alternative address notified in writing by RP to the Council from time to time) and in the case of the Council to the address of the Council indicated above or such other address notified in writing by the Council to RP and any notice shall have been deemed to have been served two Working Days after posting.
- 8.8 In the case of dispute or difference on any matter under this Deed or as to the construction of this Deed any such dispute or difference shall be referred to a single arbitrator to be agreed between the parties or in default of agreement to be nominated by the President for the time being of the Institute of Housing in accordance with and subject to the provisions of the Arbitration Act 1996 or any statutory re-enactment or modification for the time being in force.
- 8.9 No provisions of this Deed shall be construed as creating any rights enforceable by a third party as defined by the Contracts (Rights of Third Parties) Act 1999 (unless otherwise stated).

THE SCHEDULE
ALLOCATIONS POLICY

Nominees will meet any of the following criteria:

1. Persons who fall within RP's objects as a charitable Registered Provider and who are capable of living independently with appropriate support packages as would normally be provided by RP or social services department of the Council who do not have a history of antisocial behaviour and/or convictions spent and/or unspent; or
2. Persons on low incomes, such that they are unable to buy or rent suitable housing in the open market and who satisfy the criteria in paragraph 1 above; or
3. Persons living in unsatisfactory housing circumstances, of which being homeless is one example and who satisfy the criteria in paragraph 1 above; or
4. Persons falling within the Council's Allocation Scheme and who satisfy the criteria in paragraph 1 above.

IN WITNESS whereof the Council has caused its Common Seal to be affixed and the Owner has signed this instrument as a Deed on the day and year first before written.

Executed as a deed by RP

[]

.....
Signature of Witness

.....
Name of witness

.....
Address of witness

.....
Occupation of witness

EXECUTED AS A DEED BY THE
COUNCIL OF THE LONDON
BOROUGH OF EALING BY AFFIXING
THE COMMON SEAL in the presence of

)
)
)
)

Authorised Officer

Dated

2021

NET WORK HOMES

- and -

THE COUNCIL OF THE LONDON BOROUGH OF EALING

Nomination Agreement relating to Northside of Acton Lane, London

**Director of Legal and
Democratic Services
London Borough of Ealing
Perceval House
14/16 Uxbridge Road
Ealing W5 2HL**

**LONDON BOROUGH OF HAMMERSMITH & FULHAM
NOMINATION AGREEMENT**



Registered Provider Nominations Agreement

1. Parties to the Agreement

- 1.1 This is an agreement between the London Borough of Hammersmith & Fulham (the Council) andRegistered Provider (the RP).

2. Aims and Objectives

- 2.1 This agreement sets out the policies and procedures for the nomination by the Council of prospective tenants for vacant RP homes.
- 2.2 The aims of this agreement are:
- a) To enable the Council and the RP to work together to meet housing need and create sustainable communities in Hammersmith & Fulham
 - b) To ensure that the RP's vacant properties are let as quickly as possible to appropriate nominees
 - c) To improve the service to and information of potential nominees.
 - d) To ensure equality of opportunity in the nominations process
- 2.3 Nominations made by the Council will be in accordance with the policies set out in the most recently published Housing Allocation Scheme (also known as the Scheme of Allocation). Nominees will need to have met the eligibility and qualifying criteria set out in the Housing Allocation Scheme.

3. Publicity and Information

- 3.1 The Council will make information about the RP's and its housing schemes available to all applicants on request and update information as necessary in conjunction with the RPs.

4. Scope of the Agreement

- 4.1 This Agreement covers all permanent lettings by the RP of its affordable rented (i.e., social rented, London Affordable Rent and Affordable Rent) accommodation, including sheltered and adapted housing, within the London Borough of Hammersmith & Fulham or in other boroughs to which the Council has nomination rights.

5. Annual Allocations Plan

- 5.1 The RP will make an Allocations Plan available to the Council each quarter, (within 10 (ten) working days of the end of the quarter) specifying targets for the number of relevant lettings including new developments to be made to each client group by way of nominations, tenant transfers, decants or other lettings schemes.
- 5.2 The RP will make 100% of units available for nomination where these properties have previously been let or are not subject to a particular site agreement. Where the Council and RP is in agreement, discretion may be applied for the re-let of bedsit/studio and one bedroomed properties reducing the nomination rights to no less than 50%. The RP also agrees to consult the Council in general terms on the allocation of the remaining units and to take account of the authority's strategic aims in meeting housing need.
- 5.3 In addition, the RP will make at least the above proportions of vacant wheelchair accessible units available for council nominees over the long term, but may consider the needs of their own tenants prior to seeking a nomination. The RP undertakes to encourage its tenants and other occupants requiring this type of property to apply on the Council's housing register, and will notify the Council if it intends to allocate a wheelchair accessible unit directly to a person or tenants who may be registered with the Council.
- 5.4 The Council will have 100% nomination rights to voids arising from any development schemes where an agreement to this effect has been reached in return for discounted land, GLA Affordable Housing Programme, planning consent or other special circumstance.
- 5.5 The Council will gain full nomination rights to all homes which have been secured with the help of the Council's Corporate Fraud Team.

6. Definitions

- 6.1 A true void is created by:
- a) New build or newly rehabilitated properties
 - b) A tenant transfer to another landlord or district where no reciprocal arrangement exists

- c) The death of a tenant where there is no statutory or contractual right to succession
 - d) The eviction, abandonment, or voluntary surrender of a property
- 6.2 True voids will be determined by reference to the status of the outgoing tenant, except in the case of new properties.
- 6.3 A non-true void refers to an empty property arising from the transfer of an existing tenant to another property belonging to the RP or otherwise subject to a reciprocal rehousing, or a letting arising from a statutory obligation or court order. Non-true voids should be reported for information on a quarterly basis with true void information. Non true voids will be disregarded in calculating the Council's nomination rights in any year between the 1st April and the 31st March.

7. Types of accommodation and tenancies:

- **Accessible Housing** - Where properties have been assessed and they contain adaptations such as level access, ramps, wet room, grip rails etc we ask that these be highlighted so the Council can update its Accessible Housing Register.
- **Sheltered housing** – Sheltered housing within Hammersmith & Fulham is made up of self-contained flats within blocks. Staff provide an enhanced housing management service. They are able to refer to support agencies when required. To be eligible for this type of accommodation applicants must meet the eligibility criteria under the Council's Housing Allocation Scheme and meet minimum age criteria. If the vacant property is sheltered housing, please indicate this on the nomination form.
- **Type of tenancy being offered** – On the nomination form we ask the RP to indicate the type of tenancy (e.g., Assured Shorthold Tenancy, Assured Tenancy and any 'Starter Tenancy' period applicable), will be offered to the successful applicant. An Assured Shorthold Tenancy should not normally be less than five years (plus one year 'Starter Tenancy') and the terms for renewal should be clearly set out on the nomination form. The Registered Provider should have regard to the Council's Tenancy Strategy when considering what kind of tenancies to grant.
- **Housing for People who need additional support to facilitate independent living** – The Council and RP concerned have a shared objective that prospective tenants should be capable of independent living and sustaining their tenancy. Where the applicant has additional needs that require support from council agencies, e.g., the council's Adult Social Care Services; Children's Services), then the relevant service provider may be consulted by the council's Allocation Team, before nominating the applicant for a tenancy. Such consultation may also be reached whether the applicant is nominated by the Council or the RP.
- **Rent levels** – On the nomination form the RP should state the type of rental they require, i.e., social, Affordable Rent, and stipulate the service charge

applicable and any annual rental increase regime that may be in place at the time of letting.

8. Nomination Procedure

8.1 The RP and the Council will appoint staff who will act as authorised contacts for dealing with nominations.

8.2 To minimise void periods, the RP should advise the Allocation's Team of forthcoming voids as soon as possible by email on the prescribed nomination form. A copy of the form is provided at the end of this document. The RP must provide sufficient information as possible about the property, accessibility, rent, type of tenancy and local amenities. To enable the Council to allocate the property to a suitable nominee.

- In the case of re-lets, notification of the upcoming void should be sent by the RP to the Council when the property is confirmed as void.
- In the case of a new build scheme (or conversion/rehabilitation of existing building), eight weeks' notice should be given when the properties will be available for occupation.

8.3 Following receipt of the void notification, the Council will send the RP the details of up to five applicants within 10 (ten) working days. The nomination form will provide details of all the eligible applicants in order of their priority, along with details of any known risks, support needs and tenancy issues which may be relevant to the RP. The form will only be sent once all the nominee have been verified as eligible by the Council. Information on applicants will be given to the RP in line with the agreement on information sharing.

8.4 Where the Council wishes to nominate to a vacant property directly, for example in case of an emergency, it will provide details of a nominee within 5 (five) working days of receiving the nomination request. Details of a direct nomination will be provided in writing. The registered provider may reject a direct nomination if the nominee does not meet criteria from the governing instrument of the registered provider. The RP must inform the Council of any rejection and provide details in writing.

9. Viewing and Offers

9.1 The RP will arrange viewings and interviews as appropriate with the short listed applicants or direct nominees within 5 days of receiving nominations from the Council in the in the prescribed Shortlist for Rehousing form 'Part A – Nomination'.

9.2 In the event of delays to, or postponement of, viewings, the RP will notify the Council and individual nominees within 24hrs and providing revised viewing appointments.

- 9.2 Subject to the applicant meeting the policy requirements of the RP, the property will be offered to the applicant in the highest position on the short list or otherwise directly nominated. If a shortlisted applicant refuses the offer, the property will be offered to the remaining applicants in descending order of priority on the short list.
- 9.3 If the nominee, or, in the case of a multiple nomination, all five nominees refuse, the Council may provide up to five more short listed applicants, or a direct enforceable nomination within three working days.
- 9.4 It may be the case that not all the applicants on the short list have been verified before the shortlist is passed to the RP. This should be indicated on the nomination form. If shortlisted applicants have not been verified the RP may still offer a nominee the opportunity to view the property on a conditional basis that verification occurs within 2 working days, however, a tenancy agreement must not be signed or implied.
- 9.5 If the Council has provided a maximum of 3 (three) separate shortlists (plus the possibility of a direct nomination(s)), which do not result in a successful tenancy. Then the RP may retain the unit which will count as a nomination under this agreement.
- 9.6 The RP will inform the Council by email on the completed nomination form 'Shortlist for Rehousing Part B – Feedback' for each of the nominees within 1 working day of the viewing.
- 9.7 The RP will inform the Council by email the anticipated tenancy commencement date within one working day of sign up. The RP will advise the Council and the successful nominee of any delay to the anticipated tenancy commencement date. In the case of new build or rehabilitated properties where handover has not yet taken place, the tenancy start date will be provided immediately following handover.

10. Tenant Support

- 10.1 If the successful nominee has been receiving support in their temporary or permanent tenancy from support services or other agencies, the Council will advise the RP.

11. Rejections by the RP

- 11.1 The RP will notify the Council within two working days of the reason for rejecting any nomination, or failing to offer the property to any applicant with the highest priority on the shortlist who the Council consider to be eligible on the 'Shortlist for Rehousing Part B – Feedback' form.
- 11.2 The following circumstances may be acceptable reasons for the rejection of a nomination or eligible applicant by the RP:
- The property is not suitable for the nominee or a member of their household,

- e.g. on grounds of age, disability, ill health, or location due to safety concerns
- There has been a change of circumstances, previously unknown to the Council, that makes the nomination unsuitable
- The nomination does not pay sufficient regard to the RP's Allocation Policy
- The applicant is unable to sustain a tenancy with support.

12. Refusals of Offers

- 12.1 The RP will advise the Council of any refusals in writing on the 'Shortlist for Rehousing Part B – Feedback' form within 24hrs of viewings. The Allocations Team will then be able to advise the RP if this offer will be considered under the Council's limitations of offers policy. However, direct nominations made by the Council are enforceable offers unless otherwise specified.
- 12.2 Where the Council is enforcing a direct offer, the RP must advise the Council within 24hrs of viewings of a refusal and confirm in writing on the nomination form. The offer should then be held for no longer than five working days after the RP has notified the Council of a refusal, in order that the Council can meet its duty to the nominee.
- 12.3 In the event the Council needs more than 5 (five) days to complete its enquiries, the parties shall mutually agree whether an extension is appropriate.

13. Confidentiality

- 13.1 At the point of application, the Council seeks the informed consent of housing applicants to share relevant personal data with third parties, including RP's and other housing authorities, to inform the assessment of eligibility for housing, and to address the needs of the applicant.
- 13.2 The Council and the RP agree that personal information relating to an applicant shall be used solely for the purposes identified at paragraph 13.1 above, and will not be disclosed to third parties or other persons without a need to know or the consent of the applicant.
- 13.3 For the safety of all staff, if a nominee is known to the Council to have a history of threatening or violent behaviour, the Council will inform the RP at the point of nomination or verification of short listed applicants.

14. Information Sharing

- 14.1 Prior to nomination, or when verifying a short listed applicant, the Council will disclose to the RP the needs and potential risk associated with any applicant or household member and provide relevant information.
- 14.2 Information included under this Agreement is intended to minimise the risk of exclusion of vulnerable applicants and to protect the proper interests of RP employees. In providing information, the Council will disclose:
- Age, gender, race, ethnic origin, sexuality, transgender status

- Any long-term illness, disability or vulnerability that may require special housing or care or support, including care packages provided by statutory or other agencies
- Relevant information regarding previous history of anti-social behaviour that might impact on the safety of staff or the community

15. Record Keeping and Monitoring

- 15.1 The RP will report regularly to the Council, at quarterly intervals, on the number of vacancies arising by type and bedroom size and the allocation of those properties by tenant transfer, Council nomination, waiting list, mobility offer or nomination by other specified agency. Information on non-true voids should also be reported. At the end of each financial year, a summary report detailing the above information shall be produced by the RP.
- 15.2 The Council will monitor nominations to the RP on a quarterly basis and will produce a report at the end of each financial year which will be made available to the RPs as part of the annual review.
- 15.3 The Council may from time to time wish to carry out an audit of the RP's lettings records. The RP undertakes to cooperate with this process provided that a minimum of five working days is given. The Council in tandem may review other benefit entitlement records to cross refer relevant information.

16. Preventing discrimination and promoting community cohesion

- 16.1 The Council and the RP are committed to avoiding discrimination on the grounds of race, ethnicity, religion, gender, sexual orientation, transgender status, disability, appearance, age, or marital status, and will work together to ensure that their policies do not discriminate either directly or indirectly against any of these groups.
- 16.2 The Council will keep records of the race and ethnic origin of all nominations made to the RP and of all nominees who are offered a tenancy. A summary of this information will be included in the Council's annual report on nominations.

17. Disputes

- 17.1 Disputes about the operation of this Agreement which cannot be resolved by discussion between senior officers of the Council and the RP may be referred for arbitration to the President of the Chartered Institute of Housing.

18. Review of the Agreement

18.1 The Agreement and its operation will be reviewed and updated from time to time by the Council in consultation Housing Associations/Registered Providers.

19. Mortgagee Exclusion

The provisions in this agreement shall not be binding on a mortgagee or chargee (or any receiver (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or **any administrator (howsoever appointed)** including a housing administrator (each a Receiver)) of the whole or any part of the affordable rented units or any persons or bodies deriving title through such mortgagee or chargee or Receiver.

Signed on behalf of the London Borough of Hammersmith & Fulham:

Signature

NamePosition.....

**Signed on behalf of theRegistered
Provider**

Signature

Name Position

***Notes: Amendments to this Agreement relevant to individual
schemes should be detailed below.***

(Details)



London Borough of Hammersmith & Fulham
 The Economy Department
 Hammersmith, London, W6
 Web: www.lbhf.gov.uk



Nomination Request Form

Please ensure you request nominations for void properties as soon as the vacation date is known

VOID DETAILS					
Date nomination form sent					
Name of Registered Provider					
Name of contact for further info					
Telephone number (essential)					
Email address (essential)					
Property address & postcode					
Date property became void					
Ready to view date					
Date ready to move in to					
Void reason					
Weekly rent					
Weekly service charge					
Any other charge (please detail)					
Type of tenancy being offered					
Any other comments - please state below					
PROPERTY TYPE- please tick					
House	☐	Over 50 flat	☐	Wheelchair accessible	☐
Flat	☐	Sheltered flat	☐	Accessible Housing Register category	☐
Studio (separate kitchen)	☐	maisonette	☐		☐
Studio (no separate kitchen)	☐	Bungalow	☐	Studio (shared bathroom & kitchen)	☐

PROPERTY DETAILS

Please note that single rooms are deemed as up to - 50 sq. ft. - (4.65m) & double rooms are deemed as up to 110 sq. ft. - (10.22m)



Please state on the below table the number of single or double rooms (bedrooms)			
Property type	SINGLE	DOUBLE	
Studio property			
1 bed property			
2 bed property			
3 bed property			
4 bed property			
5 bed property			
Does the property have any of the following features (please answer with yes or no)			
Total number of bedrooms		Level access to the front of property via ramp	
		Level access shower (Y/N)	
Floor level		Closomat WC (Y/N)	
Lift available (Y/N)		Adapted kitchen (Y/N)	
Number of internal steps		Adapted bathroom	
Number of external steps to front door (excluding steps to access lift)		Ceiling wall and/or track hoist	
Car parking? (Y/N)		Entry phone (Y/N)	
If car parking, is permit required? (Y/N)		Through floor lift (Y/N)	
Central heating (Y/N)		stair lift (Y/N)	
Heating type		Public transport within 500 metres (Y/N)	
Garden (Y/N)		Any other adaptations	
If garden, communal or self-contained? (C/SC)		Shops within 500 metres (Y/N)	
Balcony (Y/N)		Patio (Y/N)	
Any pets allowed (Y/N)		Pet cat allowed (Y/N)	
		Pet dogs allowed (Y/N)	
Comments or further information – please write in space below			

Please return this completed form via email to
rehousing.opportunities@lbhf.gov.uk

TO BE COMPLETED BY LBHF ALLOCATION TEAM ONLY	
Housing list	
Officer name	
Officer contact number	

PART A - Nomination

<u>Shortlist for Rehousing</u>

Viewing Address	
Viewing Date & Time	
Allocation Officer	
Housing Officer	

Position on Shortlist:

List	Application Ref	Status	Band	Offer	Tenancy Type
Name					
Address					
Tel					

PART B – Feedback

Please complete and return to the rehousing.opportunities@lbhf.gov.uk

Outcome:

Has the applicant accepted the offer? (Yes – No - Not Offered).
If Yes, Proposed Tenancy Commencement Date:

If offer is being refused, this box is to be completed by the applicant giving reasons for refusing the property.

Based on the information I have provided above; I am refusing this offer of accommodation. I understand that refusing this offer will impact my position on the Housing Register and could result in no further offers being made.

Signed:

Date:

**LONDON BOROUGH OF BRENT
NOMINATION AGREEMENT**

LONDON BOROUGH OF BRENT

&

REGISTERED PROVIDERS (RP)

NOMINATIONS AGREEMENT FOR AFFORDABLE DWELLINGS

1. Parties to the Agreement

This is an agreement between

The Mayor and Burgesses of the London Borough of Brent (the Council) and
[Insert organisations name and address] (the Association)

2. Aims and Objectives

2.1 This agreement sets out the policies and procedures for the nomination by the Council of prospective Associations for vacant homes at [Insert site address] which is registered at HM Land Registry under title number [insert title number] which at the date of this agreement comprises, [Insert unit breakdown] as detailed in the Schedule to this agreement. Appendix 1.

2.2 The aims of this agreement are:

- a) to ensure equality of opportunity in the nominations process;
- b) to enable the Council and the Association to work together to meet housing need and create sustainable communities in the London Borough of Brent;
- c) to ensure that the Association's vacant properties are let as quickly as possible to appropriate nominees;
- d) to improve the service and information to potential nominees and to enable applicants to participate in choice based lettings.

3. Publicity and Information

3.1 The Council will make available information about any vacant units in the Development available to all nominees applying for re-housing on request and update information on the properties as necessary in conjunction with the Association.

3.2 The Association will commit to providing information to the Council about any vacant units within the Development.

3.3 The Association will provide information about the Association to its prospective Associations.

4. Scope of the Agreement

- 4.1 This agreement covers all lettings by the Association of its affordable rented accommodation, at the Development where this means housing to be let at rents of no more than 65% of the local open market rent (including service charges, where applicable) and capped at Local Housing Allowance Rates to households who are eligible for social rented housing. It is without prejudice and supplemental to any other property specific or general nominations agreement(s) between the Association and the Council.

5. Local Lettings Plan

- 5.1 The Association and the Council will use reasonable endeavours to agree any specific lettings plans that are necessary to be implemented in order to maintain a balanced sustainable community within the Development.

6. Nomination Quotas

- 6.1 The Association will make 100% of all units at the Development available for nomination by the Council on first lettings. The Association will make 75% of all void units at the Development available for nomination by the Council on subsequent lettings. The Association also agrees to consult the Council in general terms on the allocation of the remaining units and to take account of the authority's strategic aims in meeting housing need.
- 6.2 The Association agrees that the Council will be afforded 100% reciprocal nomination rights in respect of any dwellings that are managed by the Association within the London Borough of Brent and that become void and available for use as a consequence of the Association nominating residents to occupy affordable rented dwellings within the Development.

7. Nomination Procedure

The Association and the Council will respectively appoint staff who will act as authorised contacts for dealing with nominations. The procedure for nomination will depend on whether the Association is a member of Locata Choice Based Lettings scheme.

8. Non-Locata Partners

- 8.1 In conjunction with the West London Boroughs, the Council is committed to providing choice for homeseekers and Associations seeking housing in the West London area. The Council wishes to encourage Associations to participate in choice based lettings and intends to let the majority of available properties, whether Council lets or nominations, via the Locata Choice Based Lettings scheme.
- 8.2 In the event that the Association is not a Locata Partner and in order to promote efficiency in the letting of property, the Council will provide the Associations who

are not Locata partners with an annual timetable of the deadlines for the submission of advertisements in the Locata online freesheet.

- 8.3 In order to minimise void periods, the Association should advise the Council of forthcoming voids as soon as possible by email or fax (or any other agreed practice) on the prescribed form. The Association must provide sufficient information to enable the Council to prepare an advertisement. Reference should be made to any particular feature of the property or its location in the interests of providing information to potential bidders.
- 8.4 Following receipt of the void notification, the Council will place the advertisement in the next online freesheet to be published. Locata online freesheets are published fortnightly and the deadline for inclusion in the online freesheet is 4:30pm on Monday (or any other agreed deadline). Void notifications should therefore be made available to the Council by midday on the relevant day, although the Council will use its best endeavours to meet deadlines in all circumstances.
- 8.5 In the event that the Council misses a relevant deadline for publication and the vacant property is ready for occupation or likely to be ready within a short period of time, the Association can seek a direct nomination from the Council to minimize void periods where appropriate. However, should the Association miss the deadline, the Council will use its discretion as to whether or not it pursues a direct nomination. The Council undertakes to notify the Association of any missed deadline in these circumstances.
- 8.6 In completing the advertisement for any property, the Council may specify that priority for the property will be given to a particular quota or allocations scheme within its annual allocation plan. Although the Council aims to submit the majority of available properties to choice, from time to time it may also make direct allocations.
- 8.7 Where properties are advertised, shortlists of successful applicants will be made available to the Council eight days after the publication deadline. The details of up to five applicants will then be forwarded to the Association within 24 hours, following verification of eligibility by the Council. Information on applicants will be given to the Association in line with the agreement on information sharing below.
- 8.8 Where the Council wishes to nominate to a vacant property directly, it will provide details of a nominee within two working days of receiving the request. Details of a direct nomination will be provided by email or telephone and confirmed in writing.
- 9. Locata Partners**
- 9.1 The Council intends to let the majority of available properties, whether Council lets or nominations, via the Locata Choice Based Lettings scheme, but may occasionally require properties for direct nomination.

- 9.2 Where the Council requires a direct nomination it will either refer it to the Association or place on Locata, a request that the property is to be withdrawn, or discuss with the Association any properties that might be available and to which a direct nomination would be made.
- 9.3 Otherwise, the Association will create an advertisement for inclusion in the next available edition of the Locata online freesheet for publication on the Council's page.
- 9.4 Within the deadline for the submission of the relevant advertisement, it is agreed that the Council may specify that priority will be given to any quota or allocations scheme to meet the priorities within its annual allocation plan. The Council may also amend the advertisement to give preference to priority groups,
- 9.5 On receipt of a verification request, the Council will verify the eligibility of up to five applicants with the highest priority and notify the Association within three working days. Information regarding the support needs and conduct of the prospective Associations will be given to the Association in line with the agreement on information sharing below.

10. Viewing and Offers

- 10.1 The Association will arrange viewings and interviews as appropriate with the short-listed applicants or direct nominees. The Association may decide how many applicants it wishes to invite to view and may undertake multiple viewings according to the circumstances of the case.
- 10.2 The property will be offered to the applicant in the highest position on the shortlist or otherwise directly nominated. If a shortlisted applicant refuses the offer (or has not accepted within 2 working days of the offer being made, which shall be a "Deemed Refusal"), the property will be offered to the remaining applicants in descending order of priority on the short list.
- 10.3 If the nominee, or, in the case of a multiple nomination, all five nominees refuse, the Council (or where applicable the Association) may provide up to five more short listed applicants, or a direct enforceable nomination within one working day.
- 10.4 It may be the case that not all of the applicants on the shortlist have been verified before the shortlist is used. In these circumstances, the Association must check with the Council that the relevant applicant has been verified before the tenancy is signed.
- 10.5 Provided the information supplied by the Association is accurate, a void property will need to be advertised only once. If there are no bidders or all of the short-listed applicants refuse the property, the Council will be given the opportunity to make a direct nomination.
- 10.6 If the Council fails to provide a direct nomination within five working day of notification of such an outcome, then the Association may retain the unit, which

will count as a nomination under this agreement, unless there is a mutual agreement to re-advertise.

- 10.7 The Association will inform the Council by telephone or email of the name of the successful applicant or nominee and the anticipated tenancy commencement date within two working days of acceptance. In the case of new build or rehabilitated properties where handover has not yet taken place, the tenancy commencement date will be provided immediately following handover.

11. Equal Opportunity and Diversity

- 11.1 Advertisements for such properties should include reference to services designed to benefit a particular group and expressly encourage them to apply, but may not exclude other applicants from normal consideration under choice based lettings. This situation may be subject to review at any time as a consequence of legal opinion or direction.

12. Association Support

- 12.1 If the successful nominee has been or is receiving support in a permanent or temporary tenancy from the Council's Housing Support Service, other known support agency or community care plan, the Council will advise the Association accordingly.
- 12.2 If the nominee has a history of anti-social behaviour the Council will advise the Association. Notwithstanding 13.2 (e) this will not preclude the nominee from being accepted.
- 12.3 If the nominee has an unspent conviction that may preclude them from being accepted by the Association, see 13.2 (f). The Council will advise the Association accordingly.

13. Rejections by the Association

- 13.1 The Association will notify the Council within two working days of the reason for rejecting any nomination, or failing to offer the property to any applicant with the highest priority on the shortlist who the Council consider to be eligible.
- 13.2 The following circumstances may be acceptable reasons for the rejection of a nomination or eligible applicant by the Association:
- a) the property is not suitable for the nominee or a member of their household, eg. on grounds of age, disability, ill health, or location;
 - b) there has been a change of circumstances, previously unknown to the Council, that makes the nomination unsuitable;
 - c) the nomination does not conform to the Association's allocations policy;
 - d) the applicant is unable to sustain a tenancy;

- e) there is a known history of anti-social behaviour by either both the nominee or associated with the property or location and the housing of the nominee would not be consistent with a sensitive letting;
- f) the nominee has an unspent conviction which would make the nomination unsuitable e.g. arson.

14. Refusals of Offers

- 14.1 Offers made as the result of choice based bids are not generally enforceable under the Council's limitations of offers policy unless the Association is given prior notice. However, direct nominations made by the Council are enforceable offers unless otherwise specified.
- 14.2 Where the Council is enforcing a direct offer, the Association must advise the Council as soon as possible of a refusal and confirm in writing or by e-mail. The offer should then be held for no longer than five working days after the Association has notified the Council of a refusal, in order that the Council can meet its duty to the nominee.
- 14.3 In the event the Council needs more than five days to complete its enquiries, the parties shall mutually agree whether an extension is appropriate.

15. Confidentiality

- 15.1 At the point of application, the Council seeks the informed consent of housing applicants to share relevant personal data with third parties, including Registered Provider and other housing authorities, to inform the assessment of eligibility for housing, and to address the needs of the applicant.
- 15.2 The Council and the Association agree that personal information relating to an applicant shall be used solely for the purposes identified at paragraph 15.1 above, and will not be disclosed to third parties or other persons without a need to know or without the consent of the applicant.
- 15.3 For the safety of all staff, if a nominee is known to the Council to have a history of threatening or violent behaviour, the Council will inform the Association at the point of nomination or verification of short listed applicants.

16. Information Sharing

- 16.1 Prior to nomination, or when verifying a short listed applicant, the Council will disclose to the Association the needs and potential risks associated with any applicant or household member and provide relevant information. If the successful nominee has been receiving support in a permanent or temporary tenancy from the Council's Housing Support Service, other known support agency or community care plan, the Council will advise the Association accordingly.

16.2 Information included under this agreement is intended to minimise the risk of exclusion of vulnerable applicants and to protect the proper interests of Associations employees. In providing information, the Council will disclose:

- a) age, gender, race and ethnic origin;
- b) any long-term illness, disability or vulnerability that may require special housing or care or support, including care and support packages provided by statutory or other agencies;
- c) relevant information regarding previous history of anti-social behaviour that might impact on the safety of staff or the community;
- d) Immigration status and language or interpretation requirements.

16.3 This agreement will aim to support the information-sharing protocol that has been developed by the Housing Corporation and that is now applied by the Homes and Communities Agency.

17. Record Keeping and Monitoring

17.1 In order to minimise unsuitable nominations, the Council will regularly review its housing application lists.

17.2 The Council will monitor nominations to the Association on a regular basis and will produce a report at the end of each financial year which will be made available to the Association as part of the annual review.

17.3 The Association will report regularly to the Council, at intervals to be agreed, on the number of vacancies arising during the relevant period by type, and to whom they were allocated. At the end of each financial year, the Association shall produce a summary report showing the total number of vacancies arising by type and bedroom size and the allocation of those properties by Association transfer, Council nomination, waiting list, mobility offer or nomination by other specified agency.

17.4 The Council may from time to time wish to carry out an audit of the Associations lettings records. The Association undertakes to cooperate with this process provided that a minimum of fourteen working days notice is given.

18. Preventing discrimination and promoting community cohesion

18.1 The Council and the Association are committed to avoiding discrimination on the grounds of race, ethnicity, religion, gender, sexual orientation, disability, appearance, age or marital status, and will work together to ensure that their policies do not discriminate either directly or indirectly against any of these groups.

18.2 The Council will keep records of the race and ethnic origin of all nominations made to the Association and of all nominees who are offered a tenancy. A

summary of this information will be included in the Council's annual report on nominations.

- 18.3 The Association will monitor its lettings via the CORE and Locata systems or any other approved system.

19. Disputes

- 19.1 Where any matter the subject of this agreement shall be in dispute, the Council and the Association shall seek to use reasonable endeavours to resolve the same within 28 days of the dispute arising.

- 19.2 Failing the resolution of the dispute within 28 days of the same arising the Council and the Association may refer the dispute for the determination by a single expert qualified to deal with the subject matter of the dispute who shall be jointly appointed by the parties within a period of 14 days of reference or failing agreement on such nomination the expert shall be nominated by the President for the time being of the Law Society.

- 19.3 The expert will be instructed to produce his or her determination within 28 days of instruction. The determination of the expert (including any determination as to the responsibility for payment of his own costs and those of the parties) shall be final and binding upon the parties.

20. Forms

- 20.1 The following forms are used by officers from the Council and Registered Provider (RP) partners to process and monitor nominations to properties:

- (a) Quarterly lettings form;
- (b) Definitions of headings within the quarterly lettings form;
- (c) Property quality assessment form;
- (d) Request for a nominations form;
- (e) Nominations form;
- (f) Outcome of an offer form;
- (g) Nominations authorised officers list;
- (h) Guidance on when Registered Providers reject Brent nominees.

- 20.2 The above forms are available from the Council's Nominations/Allocations Team.

21. The provisions in this agreement shall not be binding on a mortgagee or chargee (or any receiver (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security

documentation to enable such mortgagee or chargee to realise its security or **any administrator (howsoever appointed)** including a housing administrator (each a Receiver)) of the whole or any part of the London Affordable Rent Units or any persons or bodies deriving title through such mortgagee or chargee or Receiver.

Signed on behalf of the London Borough of Brent:

Signature

Name

Position:

Date.....

Signed on behalf of []("The Association")

Signature

Name Position

Date.....

**GREATER LONDON AUTHORITY
NOMINATION AGREEMENT**

NOMINATIONS AGREEMENT
GREATER LONDON AUTHORITY (1)

and

Network Homes (2)

Nominations agreement relating to *the development*

Dated:

PARTIES

1. THE GREATER LONDON AUTHORITY of City Hall, The Queens Walk, London, SE1 2AA (the "GLA")
2. Network Homes Limited (a community benefit society with registered number 7326) whose registered office is at The Hive, 22 Wembley Park Boulevard Wembley HA9 0HP ("the Housing Provider")

OPERATIVE PROVISIONS

1. INTRODUCTION

- 1.1 The Old Oak and Park Royal Development Corporation (OPDC) is developing a new centre and community for west London. This will use the investment in rail infrastructure projects High Speed 2 (HS2) and the Elizabeth Line (formally known as Crossrail) to create new opportunities for people in the area. The Corporation was officially launched on 1 April 2015 by the Mayor of London. OPDC is the Local Planning Authority and regeneration agency for the 650 hectare site, which has an overall target to deliver at least 25,500 homes.

2. AIMS

- 2.1 This Agreement applies to *(nr)* of the Affordable Rented units being developed within *the development* in accordance with the Section 106 Agreement, which are to be allocated to the GLA in accordance with the terms of this Agreement, the remaining Affordable Housing Units to be dealt with in a separate agreement.
- 2.2 Various planning obligations are secured against the Land on which the Affordable Rented and Social Rented units being developed within *the development* which, planning obligations seek (inter alia) to secure the availability of the Affordable Housing Units, Affordable Rented Units and the Social Rented Units and the right of the GLA to make nominations to the Affordable Housing Units in perpetuity subject to the completion of this Agreement.
- 2.3 It aims to ensure that nominations are to be more effective to meet housing need.
- 2.4 In carrying out their obligations, parties will use their reasonable endeavours to achieve the aims set out in this clause and to act in accordance with them.
- 2.5 This Agreement is to set out:
 - a) the proportion of initial lets and re-lets of Affordable Rented Units to be offered to the GLA

- b) the timescales that all parties (the GLA and Housing Provider) will work to
 - c) arrangements for tagging the GLA units in perpetuity
 - d) the Working Protocol which applies to GLA Units
 - e) the review and dispute resolution mechanisms that will apply to this Agreement.
- 2.6 The Housing Provider will let the *(nr)* of Affordable Rented Units which are subject to this Agreement to tenants nominated by the GLA in accordance with the provisions of this Agreement.
- 2.7 In this Agreement:

"Affordable Housing" means housing including Affordable Rented Housing, the Social Rented Housing Units provided to eligible households whose needs are not met by the market, and which housing should (a) meet the needs of eligible households including availability at a cost low enough for them to afford, determined with regard to local incomes and local housing prices and (b) include provision for the home to remain at an affordable price for future eligible households, or, if these restrictions are lifted, for the subsidy to be recycled for alternative affordable housing provision.

"Affordable Housing Units" means *(nr)* Residential Units forming part of the Development comprising the Affordable Rented Housing Units and/or the Social Rented Housing Units (and for the avoidance of doubt excluding the Private Residential Units)

"Affordable Rented Housing" means for the purposes of this Agreement rented housing provided by an RP for Let subject to **London Affordable Rent** terms and the definition **"Affordable Rented Housing Units"** shall be construed accordingly.

"Affordable Rented Units" means the *(nr)* units designated for Affordable Rent under the Section 106 Agreement and includes the *(nr)* GLA Units to be made available for Affordable Rented Housing on the Land in the mix identified in the table at Appendix 2 to this Agreement

"Arm's Length Lender" means any mortgagee or Chargee of the Registered Provider or RP that is not its parent company/undertaking or subsidiary company/undertaking within the meaning of part 38 of the Companies Act 2006.

"Chargee" means any Arm's Length Lender and any receiver (including an administrative receiver) and manager appointed by such Arm's Length Lender or any other person appointed under any security documentation to enable such Arm's Length Lender to realise its security or any administrator (howsoever appointed) including a housing administrator;

"CPI" means the general index of consumer prices (for all items) published by the Office for National Statistics or, if that index is not published for any month, any substituted index or index figures published by that office.

"Designated Representative" means in the case of the Housing Provider its Voids and Lettings Team Leader, in the case of the GLA its Executive Director (Housing and

Land) or (in each case) such other representative notified to the other parties in writing from time to time.

"Dispose" means to sell, let or otherwise part with possession ("dispose") and "Disposal" and "Disposed" shall be construed accordingly, but for the avoidance of doubt this does not include any letting made subject to the terms of this Agreement nor the grant of a mortgage or charge.

"first let" means the first letting of a GLA Unit following completion of a GLA Unit.

"GLA Units" means the two Affordable Rented Units (representing 10% of Affordable Housing units) that are allocated to the GLA under this Agreement from time to time.

"Housing Moves" means the Mayor London's London-wide lettings scheme that allows existing social housing tenants to move from their existing London borough to a different London borough, or any subsequent scheme that may replace it.

"Housing Moves system" means the Housing Moves IT system that landlords use to advertise properties, view bid lists, create shortlists and record bidders' bid outcomes or any other system or processes being used by the GLA to facilitate the Housing Moves scheme

"in perpetuity" means a minimum term of 999 years from the date of first Let of the first GLA Unit.

"Land" means (address) as defined in the Section 106 Agreement upon which the GLA Units are to be provided.

"let" means the occupation of the GLA Units for the designated planning use but does not include occupation by the Owner/ RP or any contractor or other occupier for the purposes of construction, fitting out, decoration, marketing or display and "letting" will be read accordingly

"London Affordable Rent" means the Affordable Rent product in which homes are let at London wide benchmark rents (exclusive of Service Charge) published by the GLA on an annual basis (in accordance with the Mayor's Funding Guidance) Or where such rents are not published annually, such other low cost rent product equivalent to Target Rents, the rent levels to be agreed in writing by the GLA in advance.

"Mayor's Funding Guidance" means "Homes for Londoners: Affordable Homes Programme 2016-21 Funding Guidance" published by the Mayor of London in November 2016 or any update or replacement guidance.

"Planning Permission" means planning permission ref as modified or varied from time to time.

"Registered Provider" or "RP" means a provider of Affordable Housing registered as such by the RSH under section 111 of the Housing and Regeneration Act 2008 and approved by the GLA.

"Regulator of Social Housing (RSH)" means the successor in functions to the Homes and Community Agency (HCA) responsible for the regulation of registered providers of social housing in England or 2008 or any successor body having such functions.

"Rent Standard" means levels of rents determined in accordance with the Welfare Reform and Work Act 2016 and the Social Housing Rents (Exceptions and Miscellaneous Provisions) Regulations 2016 or any successor rent standard or legislation issued from time to time.

"Section 106 Agreement" means an agreement under section 106 of the Town and Country Planning Act 1990 dated entered into pursuant to the Planning Permission.

"Service Charges" means such fair and reasonable charges as are payable by the Housing Provider for the provision of services to the Affordable Housing Units including any annual increases in such charges.

"Social Rented Housing" means rented housing owned and managed by local authorities, RP's, for which guideline Target Rents are determined in line with the Rent Standard.

"Tag" means to ensure that the GLA Units are appropriately identified on all relevant databases in such manner as the GLA are reasonably satisfied will facilitate ongoing observance of this Agreement as the GLA Units are re-let in perpetuity (notwithstanding changes in ownership or management) and "tagged" shall be read accordingly.

"Target Rents" means rents for Social Rented Housing calculated in accordance with the formula rents set out in the Rent Standard and subject to the limit on rent changes and rent caps set out therein and subject to indexation as permitted by the Rent Standard from time to time.

"Void" means any vacant Affordable Rented Unit.

"Working Protocol" means the GLA's standard nominations procedure set out in this Agreement to make nominations to Registered Providers in relation to the Affordable Housing units on the Land as set out in Appendix 1 such standard procedure being modified to include a means test on affordability as may be specified and/or amended by the GLA from time to time PROVIDED THAT the GLA shall not vary amend or add to the Working Protocol without the agreement of the Housing Provider / RP to any such change such agreement not to be unreasonably withheld or delayed.

3. NOMINATION RIGHTS

3.1 First Lets

The first lets of the GLA Units shall comprise:
See Appendix 2 for list of units.

3.2 Tagging

Following the initial letting of the GLA Units such GLA Units will be tagged in perpetuity and the Housing Provider shall provide the GLA with a list of the GLA Units that have been tagged.

3.3 Creation of List of First Lets and use of Working Protocol

- a) As soon as practicable following commencement of letting of the Affordable Rented Units at *the development* for the first time the Housing Provider will provide a list of the Affordable Rented Units to the GLA.
- b) The list shall:
 - a. Identify the location of the Affordable Rented Units along with their floor level
 - b. Confirm whether or not such units are wheelchair adapted and
 - c. Identify which of the Affordable Rented Units are the GLA Units.
- c) The Housing Provider will in any event ensure that the GLA is provided with a schedule of the GLA Units no later than four weeks prior to the Housing Provider loading the properties to the Housing Moves system to invite bidding.
- d) The first lets in favour of the GLA will be dealt with in accordance with the procedures set out in the Working Protocol.
- e) The GLA and the Housing Provider agree that if there is any discrepancy between the terms of the Working Protocol and this Agreement, the terms of this Agreement shall prevail.

3.4 Relets

- a) The GLA Units (tagged in accordance with Clause 3.3) will be available to the GLA's nominees in perpetuity and will be subject to the procedures contained in the Working protocol, the Housing Moves Policy and Procedure and this Agreement.
- b) The Housing Provider will advertise the GLA Units on the Housing Moves system for a minimum of four days, which must include a Friday and Saturday.
- c) The Housing Provider will create the shortlist of bidders within ten working days of the bid closing date and update the Housing Moves system to record the shortlisted bidders.
- d) The Housing Moves policies and procedures show the bedroom standard and the number of bedrooms normally appropriate for applicants based on the size of

their households. Bids will be made on that basis. In exceptional circumstances, an additional bedroom can be applied, for instance, on medical grounds. Where a needs assessment has been carried out to justify the request and it is approved, the applicant will be eligible to bid for a larger property. In addition, the GLA agrees (subject to the remainder of this Agreement) an additional bedroom can be applied for where the bidder is currently under-occupying a unit by two bedrooms or more and has agreed to downsize from their current unit.

- e) The Housing Provider is expected to carry out its own checks to confirm the identity of the nominee.

3.5 Sensitive Lettings

The GLA appreciates that there will be occasions where a certain unit may require a 'sensitive letting'. For example, where a Void has become available due to the eviction of a previous tenant due to anti-social behaviour. In such circumstances the Housing Provider and the GLA will agree an appropriate approach to finding a new tenant to ensure that community cohesion at *the development* is maintained or enhanced.

3.6 Rejections/ Refusals by the Housing Provider

- a) Parties to this Agreement acknowledge and abide by the objectives of the Housing Moves Policy and Procedure in respect of rejections/ refusals for *the development*.
- b) The Housing Provider may reject bids in circumstances such as:
 - a. bidder's circumstances have changed
 - b. household too large/ too small for unit
 - c. bidder has insufficient means to cover the rent and service charge or
 - d. bid is inappropriate
- c) The GLA will enable bids and the Housing Provider should accept households that bid for the appropriate size of unit according to the Housing Moves policies and procedures.
- d) The Housing Provider is expected to carry out its own checks to confirm tenancy conduct, including rent arrears, in line with its allocation policy.
- e) All rejections by the Housing Provider should be clearly recorded, including the reason for rejection, on the GLA's Housing Moves system within two working dates of the rejection.

3.7 Defaults

- a) If a GLA Unit does not attract any bids on the Housing Moves system, the GLA shall be deemed to have defaulted on that vacancy and the Housing Provider will be entitled to offer the unit to a different access queue. The GLA will not be deemed to have defaulted if inadequate or incorrect information on the unit was provided by the Housing Provider.
- b) If all the bidders are rejected by the Housing Providers or a unit is refused by all bidders invited to view, then the Housing Provider is entitled to offer the unit to a different access queue. This will not count as a default against the GLA's nomination rights.

3.8 Criteria for Eligibility

The parties agree to comply with the Housing Moves Policy and Procedure in respect of the criteria for eligibility as far as reasonably practical and only insofar as it does not conflict with the terms of the Section 106 Agreement insofar as it relates to lettings and nominations.

4. MONITORING OF AGREEMENT AND REVIEW

- 4.1 As soon as practicable after the initial lets the Housing Provider shall provide the GLA with a schedule of all lettings to the Affordable Rented Units.
- 4.2 The parties agree to meet at regular intervals to monitor lettings under this Agreement. At these meetings the parties shall consider:
 - a) the number of Voids and the entitlement of the GLA to those Voids
 - b) compliance with ethnic monitoring
 - c) compliance with timescales
 - d) the reasons for rejecting or refusing bids and
 - e) any other issue relevant to lettings under this Agreement.
- 4.3 The parties agree to use their reasonable endeavours, acting in good faith, to discuss and agree solutions to any issues arising from the factors considered under Clause 4.2.
- 4.4 In the event that the parties cannot agree a solution following such discussion, the provisions of Clause 5 (*Disputes Procedure*) shall apply.

- 4.5 Subject to Clause 4.6 the terms and conditions of this Agreement will be reviewed every five years. Amendments will be considered and agreed jointly by the GLA and the Housing Provider.
- 4.6 The GLA or the Housing Provider may request a review of this Agreement at any time should it believe that changes are required to meet legislative change or to recognise good practice in the housing industry and the parties shall act reasonably in agreeing any requested changes.

5. DISPUTES PROCEDURE

- 5.1 In the event that a dispute arises out of the interpretation or operation of this Agreement and the parties cannot resolve it at the meetings required by Clause 4.2, the parties shall endeavour to resolve the dispute according to the provisions of this Clause.
- 5.2 If there is a disagreement in relation to this Agreement, the parties shall use their reasonable endeavours to negotiate and settle the disagreement.
- 5.3 If it is not possible to settle the disagreement within four weeks of the matter having first been considered by the parties in negotiations, or such longer period as may be agreed by the parties, then the matter may be referred by any party to a meeting to be convened between the Designated Representatives of the parties.
- 5.4 If any such meeting fails to result in a settlement within four weeks of such referral to it (or it is not possible to convene such a meeting within this period) then such dispute or difference shall be referred to some independent and fit person of at least ten years professional experience of the matter in issue holding appropriate professional qualifications to be appointed (in the absence of agreement) by the President (or equivalent person) for the time being of the professional body chiefly relevant in England to such qualifications and such person shall act as an expert and his decision shall be final and binding on the parties to the dispute or difference and his costs shall be payable by the parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the parties to the dispute or difference in equal shares.
- 5.5 In the absence of agreement between the parties to the dispute or difference as to the professional qualifications of the person to be appointed pursuant to clause 5.4 or as to the appropriate professional body within fourteen days after either party has given to the other written request to concur in the professional qualifications of the person to be appointed pursuant to clause 5.4 hereof then the question of the appropriate qualifications or professional body shall be referred to a solicitor to be appointed by the President for the time being of the Law Society of England and Wales on the application of any party to the dispute or difference and such solicitor shall act as an expert and his decision as to the professional qualifications of such person or as to the appropriate professional

body shall be final and binding on the parties to the dispute or difference and his costs shall be payable by the parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the parties to the dispute or difference in equal shares.

6. NOTICES

Any notices or demand required by this Agreement shall be deemed to have been properly served if sent by recorded delivery to the principal address or registered office (as appropriate) of the relevant party.

7. MORTGAGE EXCLUSION CLAUSE

- 7.1 The provisions of this Agreement shall not constitute an incumbrance upon the Housing Provider's title to the Affordable Rented Units.
- 7.2 The provisions of this Agreement shall not be binding on a mortgagee or Chargee (or any receiver (including an administrative receiver) appointed by such mortgagee or Chargee or any other person appointed under any security documentation to enable such mortgagee or Chargee to realise its security or any administrator (howsoever appointed) including a housing administrator (each a **Receiver**)) of the whole or any part of the affordable dwellings or any persons or bodies deriving title through such mortgagee or Chargee or Receiver PROVIDED THAT:
- a) such mortgagee or Chargee or Receiver shall first give written notice to the Council of its intention to dispose of the GLA Units and shall have used reasonable endeavours over a period of three months from the date of the written notice to complete a disposal of the GLA Units to another registered provider or to the Council for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies, interest and costs and expenses; and
 - b) if such disposal has not completed within the three month period, the mortgagee, Chargee or Receiver shall be entitled to dispose of the affordable dwellings free from the affordable housing provisions in this Agreement which provisions shall determine absolutely
- 7.3 It is hereby agreed by the GLA and the Housing Provider that the terms of this Agreement shall:
- a) Cease to apply to any GLA Units where a Registered Provider shall be required to dispose of the same pursuant to a right to buy under Part V of the Housing Act 1985 as amended by the Housing(Preservation of Right to Buy) Regulations 1993 or pursuant to a right to acquire under Section 180 of the Housing and

Regeneration Act 2008 or any similar or substitute right applicable including any such right arising from any voluntary scheme entered into by an RP.

- b) Cease to apply to any GLA Units where a Registered Provider sells to a tenant through Social Homebuy funded pursuant to Section 19(3) of the Housing and Regeneration Act 2008 or any amendment or replacement thereof.

8. SERVICE CHARGES

The Housing Provider shall use reasonable endeavours (to the extent within its control) to ensure that any Service Charges for the GLA Units (Affordable Rented Housing Units) are fair and reasonable and shall comply with any statutory guidelines as may pertain from time to time in relation to the services provided by the landlord of the Land.

9. RENT LEVELS – LONDON AFFORDABLE RENT

10.

The Housing Provider hereby undertakes and covenants in relation to the four GLA Units (Affordable Rented Housing Units) that the rents for first lettings of any of the four GLA Units (Affordable Rented Housing Units) shall be subject to an annual rent increase of CPI + 1%.

11. MISCELLANEOUS

The GLA and the Housing Provider hereby agree that:

- 11.1 If any provision of this Agreement shall be held to be invalid illegal or unenforceable the validity legality and enforceability of the remaining provisions of this Agreement shall not in any way be deemed to be affected or impaired.
- 11.2 A person who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.
- 11.3 This Agreement shall be governed by and construed in accordance with the laws of England and Wales and each of the Parties hereby submits to the exclusive jurisdiction of the English Courts.

This Agreement has been entered into on the date stated at the beginning of this Agreement.

EXECUTION PAGE

**The authorised signatory of
THE GREATER LONDON AUTHORITY**

**The authorised signatory of
HOUSING PROVIDER**



APPENDIX 1 – WORKING PROTOCOL

1. Introduction

This protocol describes the process for nominations make to the Affordable Rented Units listed as GLA Units at *the development*.

In lieu of nominations, homeseekers will be invited to bid for properties via the Mayor of London's Housing Moves housing mobility scheme.

The protocol should be read in conjunction with the GLA's Housing Moves policies and procedures.

Notting Hill Genesis should follow their lettings policies and procedures to determine arrangements for pre-allocation checks, viewing properties and signing tenancies.

2. Glossary

Homeseeker	A person registered on the Housing Moves mobility scheme seeking a move to another London borough
Housing Moves	Mayor of London's mobility scheme that enables social housing tenants to move to another London borough, or any subsequent scheme that may replace it.
Choice-based lettings (CBL) system	The Housing Moves IT system that landlords use to advertise properties, view bid lists, create shortlists and record bidders' bid outcomes or any other system or processes used by the GLA to facilitate Housing Moves

3. Status of protocol

This protocol is owned by the Greater London Authority (GLA) and Housing Provider. It has been drafted in consultation with these parties and was agreed by all parties on **[date TBC]**

4. Distribution of properties

The distribution of properties has been calculated in accordance with the methodology set out in the Affordable Housing Nominations Policy which was approved by OPDC Board in November 2017. Appendix 2 lists the two properties allocated to GLA for the duration of the development.

5. Process for first lets

1. The Housing Provider will liaise with the GLA prior to the handover of 236 to 242 Acton Lane to confirm the number of dwellings available and their bed size.



2. The Housing Provider will load the property information on to the Housing Moves choice-based (CBL) system to create a property advert. Each property advert should include:
 - a. a good quality photograph of the property
 - b. a full description of the property
 - c. weekly rent and service charge (where applicable)
 - d. details of any age restriction
 - e. where a property is adapted, the property advert will make this clear and where appropriate state that only those applicants requiring these adaptations will be considered.
 - f. a description of the local area, including transport links, schools and amenities
 - g. any other relevant information to enable applicants to make an informed choice about whether to place a bid.
3. The Housing Provider will set one bid cycle for a minimum of four days which must include a Friday and Saturday.
4. Once bidding closes, the bid list will be available in priority order. The Housing Provider will create the shortlist of bidders within ten working days and update the Housing Moves CBL system to record the shortlisted bidders.
5. The Housing Provider will take responsibility for corresponding with the shortlisted bidders.
6. The Housing Provider will contact shortlisted bidders to confirm interest in the property,
7. If a bidder refuses an offer, the Housing Provider will update the Housing Moves CBL system within five days recording the reason for refusal.
8. Once a bidder accepts a provisional offer, the Housing Provider will carry out pre-allocation checks and discuss anticipated dates to view the property in accordance with their lettings policies.
9. If after one bid-cycle the Housing Provider exhausts the list of bidders, the Housing Provider may revert to different access queue to let the property.

6. Process for subsequent lets

The Housing Provider will tag the properties as GLA Units. Once a tagged property becomes available for a subsequent let, the Housing Provider will advertise the property using the Housing Moves CBL system, following the same steps as above.

If the Housing Provider is unable to advertise the specific tagged property when it becomes available for subsequent let, the Housing Provider will advertise a suitable substitution that matches the number of bedrooms and bed spaces.

Subsequent lets will be in addition to the Housing Provider's standard, annual contribution target to contribute properties to Housing Moves.

7. Dispute resolution

Where the Housing Provider rejects a bid it will promptly record this on the bid list on the Housing Moves CBL system. Disputes regarding the rejection of a bid will be dealt with under the Housing Moves policy and procedure.

8. Information exchange

The Housing Provider undertakes to ensure that the property adverts contain accurate, appropriate information about the property which should include details of the properties as well as travel, local services, facilities and amenities. Photographs should be included.

GLA will enable access to applicant details via the Housing Moves CBL system and housing register.

9. Reviewing the protocol

To ensure that the protocol is working effectively the protocol will be reviewed after first lets and then every two years after that.

APPENDIX 2 – Nominating split

~~The COMMON SEAL of~~

~~OLD OAK AND PARK ROYAL DEVELOPMENT CORPORATION~~

~~was affixed in the presence of~~

~~Authorised Signatory~~

EXECUTED as a DEED by

NETWORK HOMES LIMITED

acting by a director and a secretary/two directors:

Director

Director/Secretary

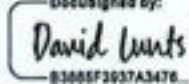


EXECUTED as a DEED by
OLD OAK AND PARK ROYAL
DEVELOPMENT CORPORATION

Authorised Signatory  DocuSigned by:
Jasbir Sandhu
56CA0A08387B4CF...

Name (BLOCK) JASBIR SANDHU

Position Chief Finance Officer

Authorised Signatory  DocuSigned by:
David Lunts
83085F3937A3478...

Name (BLOCK) DAVID LUNTS

Position Chief Executive